

**XEROX AMENDMENT # 2 TO
MIDWESTERN HIGHER EDUCATION COMPACT
HIGHER EDUCATION INFORMATION TECHNOLOGY SOLUTIONS MASTER
PRICE AGREEMENT**



This Amendment 2 ("Amendment") amends the Master Price Agreement ("Master Price Agreement"), contract number MHEC-05012018, between Midwestern Higher Education Compact ("Customer" or "MHEC") and Xerox Corporation ("Xerox").

The parties agree that the Master Agreement is modified as described below:

1. **Section 3(b)(i), Order Documents** shall be deleted in its entirety and replaced with the following:

"(i) Orders for Services, Maintenance Services, and/or Products are grouped into Services Contracts. Each separate Services Contract will be established when the first Order is placed that bears a new Services Contract number assigned by Xerox and Xerox accepts that Order. Each Services Contract will be assigned its own Services Contract number that will consist of the Services Master Agreement number followed by a three-digit extension. Each Services Contract constitutes a separate contract under this Agreement. Customer may add Services, Maintenance Services or Products to an existing Services Contract by submitting additional Orders referencing the applicable Services Contract number. Each Services Contract will consist of the terms and conditions of this Agreement, the first Order under the Services Contract number and each additional Order with the same Services Contract number."

2. **Section 3(c)(i), Order Documents**, shall be deleted in its entirety and replaced with the following:

"(i) Services and Deliverables will be provided by Xerox and/or its Affiliates as set forth in one or more MSOs or SOWs, as applicable, which will be mutually agreed upon and signed by the parties. Customer may also issue purchase orders to Xerox for order entry purposes only, specifying Customer's requested shipment date, installation site, quantities, bill-to address, Offering description and term, and applicable Trade-In Equipment. Such purchase orders shall incorporate and be subject solely to this MSA's terms and conditions, notwithstanding anything contained in any such purchase order at variance with or in addition to this MSA or any MSO or SOW hereunder. Any MSO, SOW or Customer-issued purchase order shall be an individual order hereunder and, irrespective of its form, must reference the Managed Services Agreement contract number followed by a three-digit extension."

3. **Article V, Section GEN 1.1(a) Agreement Structure** shall be deleted in its entirety and replaced with the following:

"a. General Contract Structure. The parties intend for this Agreement to serve as a master agreement stating the terms and conditions governing separate transactions between (i) Xerox and Customer, and (ii) Xerox and Eligible Affiliates. Xerox will provide, and Customer will procure, Services, Maintenance Services and/or Products in accordance with the terms and conditions stated in this Agreement, any Services Contract(s), and any applicable Orders."

4. **Article V, Section EQP 1.6 (c) Supplier Equipment Provided**, shall be deleted in its entirety and replaced with the following:

"c. Early Termination. Equipment is provided for a minimum order term (as specified in the applicable Order per EQP 1.1 above). If Equipment is terminated for any reason before the end of its minimum order term, the termination charges set forth in the applicable Order or Services Contract for such Equipment shall apply."

5. Except as specified in this Amendment No. 2, the Master Agreement shall remain as stated. The Effective Date of this Amendment # 2 is July 01, 2018. In the event of a conflict between the terms and conditions of the Master Agreement and this Amendment No. 2, this Amendment No. 2 will control.

MIDWESTERN HIGHER EDUCATION COMPACT

Susan Heegaard
Signature
Susan G. Heegaard
Name (Please Print)
President
Title
3/26/19
Date

Xerox Corporation

Rachael Jones Turner
Signature
RACHAEL Jones Turner
Name (Please Print)
SLED Cooperative Contract Mgr
Title
3/26/19
Date

**XEROX AMENDMENT # 1 TO
MIDWESTERN HIGHER EDUCATION COMPACT
HIGHER EDUCATION INFORMATION TECHNOLOGY SOLUTIONS
MASTER PRICE AGREEMENT**

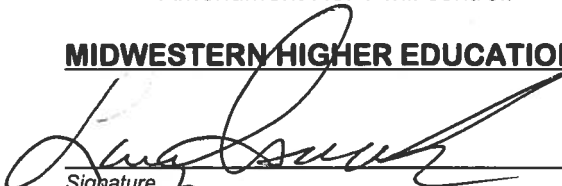


This Amendment ("Amendment") amends the Master Price Agreement ("Master Price Agreement"), contract number MHEC-05012018, between Midwestern Higher Education Compact ("Customer" or "MHEC") and Xerox Corporation ("Xerox").

The parties agree that the Master Agreement is modified as described below:

1. **Section 3, General Terms and Conditions**, is modified to add a sentence after the first sentence of this section as follows:
"3. Order Documents. Xerox may also accept orders through its Authorized MHEC Resellers (as defined in Article VIII attached herein) either by its signature or by commencing performance. "
2. **Section 39. Order of Precedence** is hereby modified to delete the third paragraph in its entirety and replace it as follows:
"...In the event of any conflict among the documents below, the following order of precedence shall apply:
 - a. Article VIII to this Agreement;
 - b. the applicable Service Master Agreement or Managed Services Agreement as executed between Customer and Xerox or executed addendum to an IA between Customer and Xerox;
 - c. the terms and conditions of this Agreement;
 - d. Remaining Articles to this Agreement;
 - e. Exhibits to this Agreement. "
3. **Section 51, Administrative Reporting and Fees** is hereby modified to delete the first sentence of subsection (a) in its entirety and replace it as follows:
"...a. On a quarterly basis, Xerox will make available to MHEC reports and information generated by this Agreement, including institution-by-institution information on sales volume and volume savings ("Administrative Report"). ..."
4. **Section 51, Administrative reporting and Fees** is hereby modified to add subsection (c) to this section as follows:
"... c. Xerox will send the Administrative Report to (nathans@mhec.org) **Section 54, Entire Agreement** is hereby modified to add the following at the end of this section: "Article VIII – Xerox Authorized MHEC Resellers."
5. Except as specified in this Amendment No. 1, the Master Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Master Agreement and this Amendment No. 1, this Amendment No. 1 will control.

MIDWESTERN HIGHER EDUCATION COMPACT



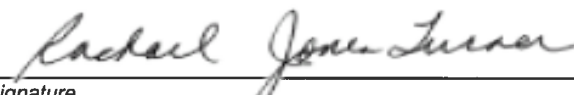
Signature
Larry Isaak

Name (Please Print)
President

Title
06/13/2018

Date

Xerox Corporation



Signature
Rachael Jones Turner

Name (Please Print)
State & Local Cooperative Contracts Manager

Title
06/13/2018

Date

Article VIII – Xerox Authorized MHEC Resellers

Certain Xerox Equipment, supplies and Extended On-Site Services may be acquired by MHEC Eligible Organizations through approved Xerox authorized MHEC resellers ("Authorized MHEC Resellers") under the terms of Master Price Agreement and those contained in this Article. For purposes of this Article VIII, Extended On-Site Services include on-site services provided by Authorized MHEC Reseller purchased in combination with any one-year warranty during the first 90 days of Equipment ownership. Authorized MHEC Resellers may accept and fulfill cash purchase orders under this Article and shall have the sole responsibility for such orders. Order Documents shall reference the MHEC-05012018 Master Contract and be made out to the Authorized MHEC Resellers who will invoice the Eligible Organization. All payments for orders fulfilled through an Authorized MHEC Resellers shall be made directly to the Authorized MHEC Reseller.

1. **Authorized MHEC Resellers List.** The complete list of Equipment, supplies, and Extended On-site Services and the corresponding prices made available for purchase by Eligible Organization under the Master Agreement through Authorized MHEC Resellers is found in enclosed Attachment A ("Authorized MHEC Reseller Equipment, supplies and Extended On-site Services List"). The list contains an item number, item description and the maximum price for each item and will be updated as needed per the terms of the Master Price Agreement.
2. **Authorized MHEC Resellers:** The Parties agree the Authorized MHEC Resellers listed in Attachment B to this Article are authorized to receive and process orders for cash purchase only under the terms of the Master Price Agreement. Any updates to this list will be agreed to by the Parties.
3. **Reporting and Fees.** Xerox will be responsible for all reporting and fee payment in association with any Authorized MHEC Resellers orders as set forth in Section in 51 of the Master Price Agreement.
4. **RESELLER EQUIPMENT TERMS AND CONDITIONS.** Notwithstanding anything to the contrary in the Master Price Agreement or other Articles, MHEC agrees as follows:
 - a. **MAINTENANCE SERVICES.** Maintenance Services are not provided on Equipment acquired through Authorized MHEC Resellers. Equipment acquired through Authorized MHEC Resellers are covered by the applicable product warranty statement included with the Equipment and, if included with the order, the Extended On-site Service agreement. The text of product warranty statements and Extended On-site Service terms and conditions may be found at http://www.office.xerox.com/services/warranty_terms.html. EXCEPT AS SET FORTH IN THE APPLICABLE WARRANTY STATEMENT AND, IF APPLICABLE, EXTENDEDON-SITE SERVICEAGREEMENT, XEROX MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED. THE WARRANTIES CONTAINED IN THE APPLICABLE WARRANTY STATEMENT ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 - b. **DELIVERY AND REMOVAL.** Standard delivery is included at no additional charge for Equipment acquired through Authorized MHEC Resellers, removal is not included.
 - c. **CONSUMABLE SUPPLIES INCLUDED IN BASE / PRINT CHARGES.** Consumable Supplies are not applicable for Equipment acquired through Authorized MHEC Resellers.
5. Capitalized terms that are not defined in this Article VIII shall have the meaning assigned to them in the Master Price Agreement. Except as set forth above, the Master Price Agreement shall remain as stated. If there is a conflict between the contents of this Article and the Master Price Agreement and/or any other Article, this Article shall control.

Attachment A –Authorized MHEC Reseller Equipment, supplies and Extended On-site Services List

Attachment B – Xerox Authorized MHEC Resellers

CDW Government LLC. ("CDW-G")
230 N. Milwaukee Ave.
Vernon Hills, IL 70710

**Master Price Agreement
Between
Midwestern Higher Education Compact
Higher Education Information Technology Solutions (HEITS)
And
Xerox Corporation
For Data (document) Management Needs**

Effective: July 1, 2018

The Midwestern Higher Education Compact (Compact) is an interstate compact of twelve Midwestern states; and the Midwestern Higher Education Commission (MHEC), a nonprofit 501(c)(3), is a statutorily created governing body of the Compact established for the purposes, in part, of determining, negotiating and making available quality and affordable services for the member states of the Compact, the entities in those member states, and the citizens residing in those member states.

MHEC has established a Technology Initiative for the purpose of which is to determine, negotiate and make available quality and affordable technology products and services to the not-for-profit and public education related entities in the Compact member states.

MHEC has entered into separate agreements with the New England Board of Higher Education (NEBHE), the Southern Regional Education Board (SREB) and the Western Interstate Commission for Higher Education (WICHE) respectively to allow entities to in the SREB member states and the WICHE member states access to MHEC's Technology Initiative contracts, including this Master Price Agreement.

In March 2016, The Midwestern Higher Education Compact (MHEC) through its Data Management Subcommittee of its Technologies Committee competitively solicited proposals on behalf of MHEC ("Request for Proposal" or "RFP"). The purpose of the RFP was to establish one or more MHEC Master Price Agreement(s) with qualified vendor(s) for Higher Education Information Technology Solutions (HEITS) for Data (document) Management Needs in accordance with the specifications of the RFP.

Upon completion of the competitive process an award was made to Xerox for the provision of a wide range of technology related data management products and services to all eligible organizations in the twelve (12) Midwestern state region of the Compact as well as to all eligible organizations in the NEBHE member states, the SREB member states and all eligible organizations in the WICHE member states.

AGREEMENT

MHEC and Xerox hereby agree as follows:

Parties and Member States

Parties. This Master Price Agreement ("Agreement") sets forth the terms and conditions upon which MHEC, on behalf of the member states of the Compact, the NEBHE member states, the SREB member states, and the WICHE member states and their respective state government agencies and instrumentalities of the State government, the public and not-for-profit private institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions), K-12 schools and school districts, and other not-for-profit entities having affiliated interests with education ("individually referred to as "Eligible Organizations" or "Customer" or collectively as "Customers") and Xerox Corporation ("Xerox") have agreed to conduct business for Customer Acquisition from Xerox of Products and/or Services for use and delivery in the United States. Throughout the Agreement, Xerox and MHEC may collectively be referred to as the "Parties" or individually as "Party".

Member States. For purposes of this Master Agreement:

- a) the Midwestern Higher Education Commission, MHEC, is an instrumentality of twelve Midwestern States (Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin);

- b) New England Board of Higher Education. NEBHE member states refers to any state that is a member, or an affiliate member, of the New England Board of Higher Education. For the purposes of this Agreement, the current NEBHE member states are Connecticut, New Hampshire, Maine, Massachusetts, Rhode Island, and Vermont. MHEC shall promptly notify Xerox if any other states join NEBHE and thereby become a NEBHE member state for purposes of this Agreement;
- c) Southern Regional Education Board. SREB member states refers to any state that is a member, or an affiliate member, of the Southern Regional Education Board. For purposes of this Agreement, the current SREB member states are Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia and West Virginia. MHEC shall promptly notify Xerox if any other states join SREB and thereby become a SREB member state for purposes of this Agreement; and
- c) Western Interstate Commission for Higher Education. WICHE member states refers to any state that is a member, or an affiliate member, of the Western Interstate Commission of Higher Education. For purpose of this Agreement, the current WICHE member states are Alaska Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming, U.S. Pacific Territories, and Freely Associate States. MHEC shall promptly notify Xerox if any other states join WICHE and thereby become a WICHE member state for purposes of this Agreement.

MHEC, NEBHE, SREB, and WICHE are collectively referred to as "Member States" or individually as "Member State".

Customers that are located in a Member State that terminates its association with the Compact, NEBHE, SREB or WICHE, respectively, will no longer be eligible under this Agreement to acquire Xerox products and services pursuant to this Agreement. Termination by any Member State shall not prohibit or restrict Xerox from negotiating or contracting with such Member State or entity within such Member state outside this Master Agreement. MHEC shall promptly notify Xerox in writing of the termination of any Member State's membership in the Compact, NEBHE, SREB or WICHE. If any Member State so terminates its membership in the Compact, NEBHE, SREB or WICHE, such termination shall not affect the validity or enforceability of or constitute a default under any individual agreement then in effect with any Customer. Similarly, MHEC shall promptly notify Xerox if other states join the Compact, NEBHE, SREB or WICHE after which such state shall be deemed to be a Member State for purposes of this Agreement.

General Terms and Conditions

1. **SCOPE.** The acquisition of Products and/or Services by Customer shall be subject to the terms and conditions set forth in this Agreement and the prices set forth on the pricing exhibit(s) ("Pricing Exhibit(s)") referenced herein. Xerox is solely responsible for fulfillment of the responsibilities under the terms and conditions of this Master Price Agreement. "Products" shall refer collectively to all Xerox-brand equipment (the "Equipment"), Xerox brand software ("Software") and supplies identified in this Agreement. "Third Party Products" means the third-party hardware ("Third Party Hardware") third party software ("Third Party Software") and/or third-party hosted service product ("Third Party Software as a Service" or "Third Party SaaS"). "Services" shall refer collectively to all managed services (e.g. copy center and mailroom services), consultative services, professional services, including, but not limited to, assessment, document management and managed and centralized print services, as more fully described in the applicable Order under this Agreement. This Agreement, including its exhibits and attachments, and all related materials referenced hereunder, is considered confidential and proprietary and may not be shared with a third party, except as otherwise required by law or court order or pursuant to an assignment in accordance with the Section of this Agreement titled "ASSIGNMENT". Notwithstanding the foregoing, this Agreement, including its exhibits and attachments, and all related materials referenced hereunder may be shared with potential customers via <http://www.mhec.org> website. This Agreement is not a purchase order, nor does it guarantee any purchase to be made by any Customer. This Agreement is not an exclusive agreement. MHEC and Customers may obtain printers, multifunction machines and related services from other sources during the agreement term.
2. **TERM AND EFFECTIVE DATE.** The MHEC Master Price Agreement shall be effective on the date that the parties to the Agreement sign the Agreement. It shall remain in effect for three (3) years from that date with options by mutual agreement (of the parties to the Agreement) to renew for up to four (4) additional one (1) year periods. Eligible Organizations may procure hardware, software, or services from Xerox under the terms of the MHEC Master Price Agreement at any time during the duration of the Agreement. Either party may terminate this Agreement upon not less than thirty (30) days prior written notice to the other party. In the event either party elects to terminate this Agreement, each IA as defined in Section 3.a or Order as defined in Section 3.b below entered hereunder shall remain in force and effect until the end of its term and shall at all times be governed by, and be subject to, the terms and conditions of this Agreement as if the Agreement were still in effect.
3. **ORDER DOCUMENTS.** Xerox may accept orders either by its signature or by commencing performance. Xerox reserves the right to review and approve Customer's credit prior to acceptance of an Order Document under 3.a or an Order under 3.b and the entity placing the Order Document or Order hereby authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies for this purpose. Orders may be submitted by hard copy or electronic means and those submitted electronically will be considered: (i) a "writing" or "in writing;" (ii) "signed" by the Customer; (iii) an "original" when printed from electronic records established and maintained in the ordinary course of business; and (iv) valid and enforceable.

Customer may acquire any quantity of Products listed in the Pricing Exhibits at the prices set forth in the Pricing Exhibits. Each individual Customer will be responsible for the obligations under this Agreement only with respect to the order Customer has entered into. Customer will not be responsible for the obligations under this Agreement resulting from orders entered into by other Customers. MHEC will not be responsible for the obligations under this Agreement resulting from orders entered into by Customers.

- a. **Orders Pertaining to Lease, Purchase, Maintenance and Rental Transactions.** Customer shall issue Order Documents (i.e., documents Customer or Xerox require for acquisitions hereunder), including, but not limited to, purchase orders and individual standard form Xerox agreements ("Order Documents") for order entry purposes only, specifying Customer's requested shipment date, installation site, quantities, bill-to address, and product description, including any applicable Trade-In Equipment. Such Order Document shall be an individual agreement ("IA") hereunder, and irrespective of the form thereof, must reference the MHEC contract number MHEC-05012018, and shall incorporate and be subject solely to this Agreement's terms and conditions, notwithstanding anything contained in any such Order Document which is at variance with or additional to this Agreement.
 - b. **Orders Pertaining to Services Master Agreement.** For purposes of Services Contracts "Order" is defined under Article V. Services Master Agreement.
 - (i) Orders for Services, Maintenance Services, and/or Products are grouped into Services Contracts. Each separate Services Contract will be established when the first Order is placed that bears a new Services Contract number assigned by Xerox and Xerox accepts that Order. Each Services Contract will be assigned its own Services Contract number that will consist of this Agreement's number MHEC-05012018 followed by a three-digit extension. Each Services Contract constitutes a separate contract under this Agreement. Customer may add Services, Maintenance Services or Products to an existing Services Contract by submitting additional Orders referencing the applicable Services Contract number. Each Services Contract will consist of the terms and conditions of this Agreement, the first Order under the Services Contract number and each additional Order with the same Services Contract number.
 - (ii) Unless Customer provides notice in writing at least thirty (30) days before the end of the term of an Order of its intention not to renew, the Order will renew automatically on a month-to-month basis on the same terms and at the same price.
 - c. **Orders Pertaining to Managed Services Agreement (MSA).** For purposes of Managed Services contracts "Order" is defined under Article VI. Managed Services Agreement.
 - (i) Services and Deliverables will be provided by Xerox and/or its Affiliates as set forth in one or more MSOs or SOWs, as applicable, which will be mutually agreed upon and signed by the parties. Customer may also issue purchase orders to Xerox for order entry purposes only, specifying Customer's requested shipment date, installation site, quantities, bill-to address, Offering description and term, and applicable Trade-In Equipment. Such purchase orders shall incorporate and be subject solely to this MSA's terms and conditions, notwithstanding anything contained in any such purchase order at variance with or in addition to this MSA or any MSO or SOW hereunder. Any MSO, SOW or Customer-issued purchase order shall be an individual order hereunder and, irrespective of its form, must reference this MSA's contract number MHEC-05012018.
4. **PRODUCT AND SERVICE SCHEDULE.** Xerox shall maintain with MHEC, and forward to MHEC the most current product and service schedule offered under this Agreement within thirty days after new products are introduced or substituted under this Agreement. The product and service schedule shall incorporate the most up-to-date pricing for the Products and Services; said pricing reflecting the discounts schedule agreed to under this Agreement. Failure to provide these schedules as agreed will be grounds for action to be taken against Xerox, which may include immediate suspension of the Agreement or termination of the Agreement after three or more such infractions, if this non-compliance is not cured within thirty days after receipt of written notice. Termination or suspension under this provision shall not apply to IA's or Orders placed prior to the effective date of termination or suspension of this Master Price Agreement.
 5. **DISCOUNT STRUCTURE.** The discount structure agreed to under this Agreement for Products and Services offered by Xerox shall remain unchanged during the term of this Agreement unless changes to the discount structure are agreed upon by MHEC and Xerox. Prices shall be F.O.B. Destination and firm for the initial year of the contract. Each July 1, beginning July 1, 2019 Xerox may increase prices by as much as 6% over the previous year's prices or the actual amount of increase offered to the general trade, whichever is less. General Price reductions, if applicable to the MHEC agreement, shall apply only to orders placed/received on or after the effective date of the price reduction.
 6. **PRODUCT AND MODEL CHANGES.** Consistent with the RFP and resulting award made to Xerox, Xerox may make product model changes, add new products, product upgrades or services under this Agreement at any time and the pricing for the same shall incorporate, to the extent possible, similar or comparable prices provided in this Agreement, as agreed by MHEC and Xerox.
 7. **PRODUCTS.** Customer represents that Products are being ordered for Customer's own business use (rather than resale) and that they will not be used for personal, household or family purposes. Products that become no longer

generally commercially available may be withdrawn from future order-taking by Xerox. Consistent with this Agreement, Xerox may add Products to this Agreement for order-taking.

8. **EQUIPMENT STATUS.** Unless Customer is acquiring Previously Installed Equipment, Equipment will be either (a) "Newly Manufactured", which may contain some recycled components that are reconditioned; (b) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains both new components and recycled components that are reconditioned; or (c) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned.
9. **INSTALLATION DATES.** The installation date ("Installation Date") is defined as follows: (a) for Equipment installed by Xerox, the Installation Date is the date Xerox determines the Equipment to be operating satisfactorily as demonstrated by successful completion of diagnostic routines and is available for Customer's use, and (b) for Equipment designated as "Customer Installable," the Installation Date will be the Equipment delivery date. Any express warranty period provided under an IA or Order commences on the Installation Date of the Equipment.
10. **TOTAL SATISFACTION GUARANTEE.** Xerox will offer Customer Xerox Total Satisfaction Guarantee, as noted below: "Non-SP Equipment" means any Equipment other than iGen3, iGen4, iGen150, iGen5, or Xerox Color 8250 Production Printer or Xerox Continuous Feed Equipment ("SP Equipment"). If Customer is not totally satisfied with any Non-SP Equipment delivered under an IA or an Order, Xerox will, at Customer's request, replace it without charge with identical Non-SP Equipment or, at the option of Xerox, with Equipment with comparable features and capabilities. The Non-SP Equipment Guarantee applies only to Non-SP Equipment that has been continuously maintained by Xerox under a Xerox maintenance agreement. For "Previously Installed" Non-SP Equipment, the Non-SP Equipment Guarantee is effective for 1 year after installation. For all other Non-SP Equipment, the Non-SP Equipment Guarantee is effective for 3 years after installation unless the Non-SP Equipment is being financed under an IA or Order for more than 3 years, in which event it will expire at the end of the initial Term of the IA or Order. If, during any 90-day period, the performance of SP Equipment delivered under an IA or an Order is not at least substantially consistent with the performance expectations outlined in the SP Equipment's Customer Expectations Document ("Expectations Document"), Xerox will, at Customer's request, replace the SP Equipment without charge with identical SP Equipment or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. "SP Equipment Guarantee." The SP Equipment Guarantee does not apply during the first 180 days after Installation Date and will expire 3 years after installation unless the SP Equipment is being financed under an IA or an Order for more than 3 years, in which event it will expire at the end of the initial Term of the IA or Order. This SP Equipment Guarantee applies only to SP Equipment that has been (i) continuously maintained by Xerox under a Xerox maintenance agreement, and (ii) operated at all times in accordance with the Expectations Document. The Non-SP Equipment Guarantee and SP Equipment Guarantee replace and supersede any other guarantee from Xerox, whether made orally or in writing, styled a "Total Satisfaction Guarantee", "Satisfaction Guarantee" or otherwise covering the subject matter set forth above.
11. **INSTALLATION SITE & METER READINGS.** The Equipment installation site must conform to Xerox's published requirements throughout the term of an IA or Order. Customer is responsible for all physical, mechanical, and electrical expenses associated with preparing and maintaining the Equipment installation site, and agrees to give Xerox reasonable access to the Equipment and to provide Xerox adequate storage space for a reasonable quantity of replacement parts and supplies. If applicable, Customer agrees to provide meter readings in the manner prescribed by Xerox. If Customer does not provide Xerox with meter readings as required, Xerox may estimate them and bill Customer accordingly. If meter readings have been estimated, Xerox after receiving the actual meter readings for the equipment shall make an appropriate adjustment on the subsequent invoice.
12. **EQUIPMENT REPLACEMENT.** Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). If Xerox is unable to maintain the Equipment as described in the applicable IA or Order, Xerox will, as Customer's exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another Xerox-branded model with equal or greater features and capabilities. If a replacement Product is provided pursuant to this Section, there shall be no additional charge for the replacement Equipment during the remainder of the Equipment's IA or Order term and it shall be subject to the terms and conditions of this Agreement; provided however, if the replacement Product is not identical to the Product it replaces, there may be an additional charge for Maintenance Services for it during any renewal term of the applicable IA or Order.

- 13. CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer-replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), Customer agrees to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, the Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.
- 14. PC/WORKSTATION REQUIREMENTS.** In order to receive Maintenance Services and/or Software Support for Equipment requiring connection to a PC or workstation, Customer must utilize a PC or workstation that either (1) has been provided by Xerox or (2) meets Xerox's published **specifications**.
- 15. SERVICE LEVEL AGREEMENTS.** If the Services do not comply with the SLAs or other requirements set forth in the applicable order, the Customer will notify Xerox in writing detailing its concerns and, within 10 days following Xerox's receipt of such notice, Xerox and the Customer will meet, clarify the Customer's concern(s) and begin to develop a corrective action plan. As the Customer's exclusive remedy under this warranty for Xerox's non-compliance with this warranty, Xerox will either modify the Services to comply with the applicable SLAs or other requirements or re-do the work at no additional charge within 60 days of finalizing the plan or another time period agreed to in writing by the parties.
- 16. DELIVERY AND REMOVAL.** Xerox will be responsible for all standard delivery and removal charges. Customer will be responsible for any non-standard delivery and removal charges. If charges apply for nonstandard delivery or removal of Equipment, Xerox will provide a quote for those charges prior to delivery or removal of the Equipment. Non-standard delivery or removal will be at Customer's expense. Examples of non-standard delivery charges include use of stair creepers, up-ending or disassembling Equipment to move through tight doorways or through narrow halls. Xerox agrees to deliver Products to Customer within thirty (30) days after receipt of a valid order, except during times of product constraint. Xerox will inform the Customer if a constraint condition exists and will provide a revised delivery date. If the revised target delivery date is unacceptable, the Customer can cancel the uninstalled order without penalty to either party. Xerox Statement of Work will include the delivery term for Services.
- 17. PAYMENT, CREDIT HISTORY, and TAXES.**
Equipment shall be considered accepted upon installation of the equipment by the technician and the technician has successfully run all required diagnostic routines and turned it over to Customer for use.
- a. Invoices are payable upon receipt and acceptance of the Equipment by Customer, and Customer agrees to pay Xerox all payments and all other sums due hereunder as follows:
 - (i) if the invoice displays a due date, payment is due and must be received by Xerox on or before said due date, but in no event shall the due date be less than thirty (30) days unless Customer has provided Xerox with prior written approval of the shorter due date; or
 - (ii) if the invoice does not display a due date, payment is due and must be received by Xerox no later than thirty (30) days after the invoice date.
 - b. Restrictive covenants on instruments or documents submitted for or with payments Customer sends to Xerox will not reduce Customer's obligations. Customer authorizes Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies. Xerox reserves the right to review and approve Customer's credit prior to acceptance of each IA or Order.
 - c. Customer shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless Customer provides proof of its tax-exempt status. "Taxes" shall mean any tax, assessment or charge imposed or collected by any governmental entity or any political subdivision thereof, however designated or levied, imposed on this Agreement, any IA or Order hereunder or the amounts payable to Xerox by Customer for the billing of Products, services and maintenance of any kind. Taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon, but excluding any taxes on Xerox's net income. Additionally, personal property taxes are excluded from "Taxes" for IAs or Orders written hereunder. If a taxing authority determines that Xerox did not collect all applicable Taxes, Customer shall remain liable to Xerox for such additional taxes.
- 18. LATE CHARGES AND DEFAULT.**
- a. For any payment not received by Xerox within ten (10) days of the due date as set forth herein, Xerox may charge, and Customer agrees to pay, an interest charge equal to the amount permitted by law.
 - b. Customer will be in default under an IA, or an Order, if Xerox does not receive any payment within fifteen (15) days after the date it is due or if Customer breaches any other obligation hereunder or under any other agreement with Xerox. Customer will pay all reasonable costs, including attorney's fees, incurred by Xerox to enforce any contract.
 - c. Xerox's decision to waive or forgive a particular default shall not prevent Xerox from declaring any other default.
 - d. If Customer disputes any amount included in an invoice, then
 - (i) Customer must notify Xerox of the dispute in writing,

- (ii) such notice shall include a description of the items Customer is disputing and the reason such items are being disputed; and
- (iii) Customer shall promptly exercise its best efforts to work with Xerox to resolve such dispute. Pending resolution of such disputed amount, Customer shall pay any and all undisputed amounts within thirty (30) days of invoice date, including the Monthly Minimum Charge "MMC" or the Minimum Lease Payment, which Customer agrees shall not be subject to dispute at any time. For purposes of this Agreement, the Monthly Minimum Charge or MMC is as defined in Article V, Definition 1.ff.

19. INSURANCE COVERAGE.

Xerox shall maintain the following limits of insurance coverage during the term of this Agreement:

Where required by law, Workers Compensation, at statutory limits;

Employers Liability, with \$1,000,000 USD limit of liability or at statutory limits, whichever is greater;

Commercial General Liability, including Products - Completed Operations coverage and Broad Form Contractual, with \$2,000,000 USD limit of liability per occurrence for Bodily Injury and Property Damage; and

Where applicable, Automobile Liability, with a combined single limit of liability of \$2,000,000 USD per accident or at statutory limits, whichever is greater. Xerox is not relieved of any liability or obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types.

20. WARRANTIES

- a. **Mutual Warranties.** Each party (Xerox, MHEC, or Customer) represents and warrants to the other, as an essential part of this Agreement, that it is duly organized and validly existing and in good standing under the laws of the state or country of its incorporation or formation;
 - (i) this Agreement and the IAs or Orders hereunder have been duly authorized by all appropriate corporate action for signature; and
 - (ii) the individual signing this Agreement, and all IAs or Orders (where applicable), is duly authorized to do so.
- b. **Equipment Warranty.** Any Equipment warranty to which Customer is entitled shall commence upon the Date of Installation. Use by Customer of consumables not approved by Xerox that affect the performance of the Equipment may invalidate any applicable warranty.

- 21. **PROTECTION OF XEROX'S RIGHTS.** Customer hereby authorizes Xerox or its agents to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment for leased Equipment or Xerox's purchase money security interest in purchased Equipment. Until Customer has paid in full under an IA or Order or pursuant to the purchase option under an IA or Order, Equipment will remain personal property and Customer will not, with respect to the Equipment: (a) attach it as a fixture to real estate; (b) pledge, sublease or part with possession of it; (c) file or permit to be filed any lien against it; or (d) make any permanent alterations to it. Customer will promptly notify Xerox if Customer relocates its principal place of business or changes the name of its business.

22. INTELLECTUAL PROPERTY INDEMNITY.

Xerox will indemnify, defend and hold MHEC and Customer harmless from a claim that Xerox's Product or Service infringes on another person's or company's patent, copyright, trade secret or any other proprietary right of a third party. Xerox will have no obligation under this section with respect to any claim of infringement resulting from an unauthorized modification of a Product by MHEC or Customer or from any combination, operation, or use of the Products with systems other than those provided by Xerox to the extent that such a claim is caused by such modification, combination, operation, or use of the Products. Following notice of a claim or threat of actual suit, Xerox will, at its own expense and option, (1) resolve the claim in a way that permits continued ownership and use of the affected Product; (2) provide a comparable replacement at no cost; or (3) accept return of the Product, freight collect, and provide a reasonable depreciated refund. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product and, if purchased, refund the price paid for the Xerox-brand Product, less a reasonable lease value for the period it was available to Customer, or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to Customer's specifications, or being used or sold with products not provided by Xerox. For non-Xerox brand Products ordered under the Agreement, when Customer does not have a direct Intellectual Property Indemnity for the non-Xerox brand Product and Xerox does have an Intellectual Property indemnity for such non-Xerox brand Products and is contractually permitted to do so, Xerox will pass its Intellectual Property Indemnity for such Product through to Customer.

- 23. **INDEMNIFICATION.** Xerox will indemnify, defend, protect, save and hold harmless MHEC and Customers, as well as the representatives, agents and employees of MHEC and Customers, from any and all claims or causes of action related to a claim of personal injury or damage to property, including all attorneys' fees incurred by MHEC and/or Customers, arising from the performance of this Agreement by Xerox, Xerox's agents, employees, or subcontractors. MHEC and/or Customer shall give Xerox written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder, and, subject to any legally required approval, including approval of a state's attorney

general, or consistent with applicable law, permits Xerox to control the defense of any such claim or action at Xerox's own defense. MHEC and/or Customer agree that Xerox may employ attorneys of its own choice to appear and defend the claim or action and that MHEC and/or Customer shall do nothing to compromise the defense of such claim or action or any settlement thereof and shall provide Xerox with all reasonable assistance which Xerox may require. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing.

24. **LIMITATION OF LIABILITY.** Except for personal injury (including death), property damage, or intellectual property indemnity indemnification obligations or other indemnification obligations set forth in the Agreement, Xerox will not be liable to Customer for any direct damages relating to the Agreement, any IA, or any Order written hereunder in excess of the sum of the amounts paid and to be paid during the initial Term of the applicable IA or Order. Neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to the Agreement, any IA, or any Order written hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory.
25. **ASSIGNMENT.** Except for assignment to a Xerox parent, subsidiary, or affiliate of Xerox, or to securitize the Contract as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under the Contract without prior written consent of the other party. In the event of a Permitted Assignment: (i) Customer will remit all payments to Xerox; (ii) Xerox may, without Customer's prior written consent, release to a proposed assignee information Xerox has about Customer related to the Contract; (iii) the assignee will have all of the rights but none of Xerox's obligations under the Contract; (iv) Customer will continue to look to Xerox for performance of Xerox's obligations under the Contract; (v) Customer waives and releases the assignee from any claims relating to or arising from the performance of Xerox's obligations hereunder; and (v) Customer will not assert any defense, counterclaim, or setoff Customer may have against an assignee.
26. **NOTICES.**
- Except as provided elsewhere in this Agreement, all notices issued hereunder must be in writing and will be deemed given five (5) days after mailing, or two (2) days after sending by nationally recognized overnight courier. Invoices are not considered notices under this Agreement and are governed by provisions relating specifically thereto.
 - Except as set forth in c. below, notices shall be sent to Customer's or Xerox's business address, or to such other address designated by either party to the other by written notice given pursuant to this sentence. The term "business address" shall mean, for Customer, the "Bill to" address set forth in an IA or Order and, for Xerox, the inquiry address set forth on the most recent invoice to Customer for the subject IA or Order.
 - As between Xerox and MHEC, notices shall be sent to a party at the address specified, in a particular Section of this Agreement or, if there is no such address specified, to the following address for such party.

<p>To MHEC: Midwestern Higher Education Commission Nathan Sorensen 105 5th Ave S Suite 450 Minneapolis, Minnesota 5540</p>	<p>To Xerox: Office of General Counsel 201 Merritt 7, Norwalk, Norwalk, CT 06871-1056</p>
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27. **FORCE MAJEURE.** No party (Xerox, MHEC, nor Customer) shall be liable to another party during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; strike or other labor dispute; riot; misadventure of the sea; inability to secure materials and / or transportation; or, a restriction imposed by legislation, or by an order, rule or regulation of any governmental entity. If such a circumstance occurs, the applicable party shall undertake reasonable action to notify the other party of same.
- Additionally, in the event of a condition of Force Majeure where Xerox is unable to perform for 30 or more calendar days, the Customer will extend the original term of the IA or Order for provision of both payment and services for a period of time equal to that of the Force Majeure and extend the original IA or Order date for a time equal to the Force Majeure without additional changes. Note: The Customer may cancel an IA or Order for maintenance, without penalty, if the condition of Force Majeure is not resolved within thirty (30) days.
28. **CONSUMABLE SUPPLIES INCLUDED IN BASE/PRINT CHARGES**
- If "Consumable Supplies" is identified in Maintenance Plan features, Maintenance Services will include black toner and/or solid ink and color toner and/or solid ink, if applicable ("Consumable Supplies"). Depending on the Equipment model, Consumable Supplies may also include developer, fuser agent, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Consumable Supplies specifically excludes highlight color toner, custom color toner, specialty dry inks (e.g. clear,

silver, gold), and specialty dry ink developers. Consumable Supplies are Xerox's property until used by Customer, and Customer will use Consumable Supplies only with the Equipment for which "Consumable Supplies" is included in the Maintenance Plan. If recycling information is furnished with Consumables Supplies, Customer agrees to return the used item, at Xerox's expense, for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon the IA or Order expiration, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If Customer's use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify Customer of such excess usage. If such excess usage does not cease within 30-days after such notice, Xerox may charge Customer for such excess usage. For the avoidance of doubt, Xerox's yields are based on prints, impressions, linear fleet, or copies containing the normal mix of text and graphics to determine the expected yield of Consumable Supplies under normal operating conditions. Upon request, Customer will provide current meter reads and/or an inventory of Consumable Supplies in its possession.

- 29. Relocation.** Until Customer has paid for the Equipment in full for an IA or Order, or exercised its purchase option for the Equipment subject to an IA or Order and has paid Xerox the full amount due therefore and has received title thereto, Customer agrees that:

- (a) Equipment shall remain personal property;
- (b) Customer will not attach any of the Equipment as a fixture to any real estate;
- (c) Customer will not pledge, sub-lease or part with possession of the Equipment or file or permit to be filed any lien against the Equipment; and,
- (d) Customer will not make any permanent alterations to the Equipment.

Customer must provide Xerox prior written notice of all Equipment relocations and, upon Customer's request, Xerox may arrange to relocate the Equipment at Customer's expense. While subject to an IA or Order, all Equipment relocations must be arranged (or approved in advance) by Xerox and shall be at Customer's expense. While Equipment is being relocated, Customer remains responsible to make all payments required under the applicable IA or Order to Xerox. Xerox will make its best efforts to expedite the relocation if the Equipment relocation is being arranged by Xerox. For Products subject to an IA or an Order, Customer must comply with all applicable laws and regulations regarding the export of any commodity, technology and/or software. All parts/materials replaced, including as part of an upgrade will become Xerox's property. Equipment cannot be relocated outside of the United States, its territories or possessions until Customer has paid in full for the Equipment and has received title thereto.

- 30. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to the Customer Maintenance Releases or Updates for software or firmware and to remotely diagnose and modify Equipment to repair or correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download any Customer data, documents or other information residing on or passing through the Equipment, Third Party Hardware or Customer's information management systems. Customer grants the right to Xerox, without charge, to establish and maintain Remote Data Access for the purposes described above. Xerox will use Remote Data only for the purpose of fulfilling its duties under this Agreement or Order or IA under this Agreement. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox and Customer will provide Xerox with reasonable assistance to allow Xerox to have Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Xerox may automatically collect certain data used by Xerox or a designated servicer to support and service the Equipment, or for Xerox billing, supplies replenishment or product improvement purposes.

- 31. DATA SECURITY.** Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability, and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.
- 32. SOFTWARE LICENSE.** The following terms apply to copyrighted software and the accompanying documentation, including, but not limited to, operating system software, provided with or within the Xerox brand Equipment acquired hereunder ("Base Software"). This license does not apply to any Diagnostic Software or to any software documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
- (i) Xerox grants Customer a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. Customer has no other rights to the Base Software and, in particular, may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an un-activated state; or, (3) allow others to engage in

same. Title to the Base Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of this Agreement's software and limitation of liability provisions). Base Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (a) Xerox is denied reasonable access to the Base Software to periodically reset such code; (b) Customer has defaulted under an IA or an Order hereunder; or, (c) such license is terminated or expires. Notwithstanding the foregoing, customer by purchasing the Equipment has the right to utilize the software but Xerox has no obligation to maintain the software if the customer does not purchase a maintenance agreement.

- (ii) Xerox may terminate Customer's license for any Base Software (1) immediately if Customer no longer uses or possesses the Equipment or are a lessor of the Equipment and Customer's first lessee no longer uses or possesses it, or (2) upon the termination of any IA or any Order under which Customer has installment-purchased or leased the Equipment.
- (iii) If Customer transfers possession of the Equipment after Customer obtains title to it, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox's then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox's rights.
- (iv) Xerox warrants that the Base Software will perform in material conformity with its user documentation for a ninety (90) day period from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base Software will be free from errors or that its operation will be uninterrupted.
- (v) Notwithstanding anything to the contrary set forth in this Agreement, if Customer enters an IA or Order for maintenance for Equipment, such IA or Order does not include a license for Base Software. If Customer does not have a license for Base Software for Equipment, Customer may enter a separate license agreement with Xerox for such Base Software.

33. SOFTWARE SUPPORT. During the period that Xerox (or a designated servicer) provides Maintenance Services for the Equipment but in no event less than five (5) years after Xerox stops taking orders from customers for the subject model of Equipment, Xerox (or a designated servicer) will also provide software support for the Base Software under the following terms.

- (i) Xerox will assure that Base Software performs in material conformity with its user documentation and will maintain a toll-free hotline during Xerox's standard working hours to answer related questions.
- (ii) Xerox may make available new releases of the Base Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to Customer. Each new Maintenance Release shall be considered Base Software governed by the Software License and Software Support provisions of this Agreement. New releases of the Base Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then current pricing and shall be considered Base Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base Software provided or made available by Xerox, Customer must procure, at its expense, additional hardware and/or software from Xerox or any other entity. Customer agrees to return or destroy all prior releases insofar as is practicable.
- (iii) Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided Customer reports problems as specified by Xerox.
- (iv) Xerox shall not be obligated (1) to support any Base Software that is two or more releases older than Xerox's most current release, or (2) to remedy coding errors if Customer has modified the Base Software.

34. THIRD PARTY SOFTWARE. Third Party Software is subject to license and support terms provided by the applicable Third Party Software vendor.

35. DIAGNOSTIC SOFTWARE. Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox's licensors. Customer agrees that (1) Customer's acquisition of the Equipment does not grant Customer a license or right to use the Diagnostic Software in any manner, and, (2) that unless separately licensed by Xerox to do so, Customer will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). Customer agrees at all times (including subsequent to the termination or expiration of this Agreement, an IA or an Order) hereunder to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

36. TRADE-IN EQUIPMENT. If Customer is providing equipment ("Trade-In Equipment") to Xerox under an IA or an Order, the following shall apply:

- a. **TITLE TRANSFER.** Customer warrants that Customer has the right to transfer title to the Trade-In Equipment and that it has been installed and performing its intended function. Title and risk of loss to the Trade-In Equipment shall pass to Xerox when Xerox removes it from Customer's premises.

- b. **CONDITION.** Customer warrants that the Trade-In Equipment is in good working order, has not been modified from its original configuration (other than by Xerox), and has a UL label attached. Customer agrees to maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox.
- c. **ACCRUED CHARGES.** Customer agrees to pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and to pay all maintenance, administrative, supply and finance charges for this equipment through the date title passes to Xerox.

37. **GOVERNMENT CUSTOMER TERMS:** The following additional terms apply only to transactions with State and Local Government Customers, which includes State Agencies and Institutions, Government-Owned Colleges and Universities, Cities and Counties, and Public K- 12. Private not for profit organizations are not eligible for these "Government Customer Terms".

a. **REPRESENTATIONS & WARRANTIES, FUNDING, TAX TREATMENT & PAYMENTS:**

- (i) **REPRESENTATIONS & WARRANTIES.** Customer hereby represents and warrants, as of the date of this Agreement, that: (1) Customer is a State or a fully constituted political subdivision or agency of the State in which Customer is located and are authorized to enter into, and carry out, Customer's obligations under this Agreement or an IA or an Order hereunder and any other documents required to be delivered in connection with the Agreement or an IA or an Order hereunder (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by Customer in accordance with all applicable laws, rules, ordinances and regulations (including, but not limited to, all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement or an IA or an Order hereunder and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Customer's governing body and hold the offices indicated below their signatures, each of which are genuine; (3) the Products are essential to the immediate performance of a governmental or proprietary function by Customer within the scope of Customer's authority and shall be used during the IA or Order term only by Customer and only to perform such function; and, (4) Customer's obligations to remit payments under this Agreement or an IA or an Order hereunder constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of Customer's tax or general revenues and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement or an IA or an Order hereunder.
- (ii) **FUNDING.** Customer represents and warrants that all payments due and to become due during Customer's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Product, and that it is Customer's intent to use the Products for the entire lease term and to make all payments required under this Agreement or an IA or an Order hereunder. In the event that (1) through no action initiated by Customer, Customer's legislative body does not appropriate funds for the continuation of this Agreement or an IA or an Order hereunder for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) Customer has made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within Customer's general organization who can continue this Agreement or an IA or an Order hereunder, this Agreement or an IA or an Order hereunder may be terminated. To effect this termination, Customer shall, thirty (30) days prior to the beginning of the fiscal year for which Customer's legislative body does not appropriate funds for such upcoming fiscal year, if possible, send Xerox written notice stating that Customer's legislative body failed to appropriate funds and that Customer has made the required effort to find an assignee. Customer's notice must be accompanied by payment of all sums then owed through the current year to Xerox under this Agreement or an IA or an Order hereunder and must certify that canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. In addition, Customer agrees at Customer's expense to return the Equipment in good condition to a location designated by Xerox and that, when returned, the Equipment will be free of all liens and encumbrances. Customer will then be released from Customer's obligations to make any further payments to Xerox beyond those due for the current fiscal year (with Xerox retaining all sums paid to date).
- (iii) **TAX TREATMENT** (Applicable to installment purchase and bargain purchase leases. Does not apply to fair market value leases). This Agreement or an IA hereunder has been accepted on the basis of Customer's representation that Xerox may claim any interest paid by Customer as exempt from federal income tax under Section 103(c) of the Code. Customer agree not be limited to, the execution of 8038-G or 8038-GC Information Returns. Customer hereby appoints Xerox as Customer's agent to maintain, and Xerox agrees to maintain, or cause to

be maintained, a complete and accurate record of all assignments of this Agreement or an IA hereunder in form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time. Should Xerox lose the benefit of this exemption as a result of Customer's failure to comply with or be covered by Section 103(c) or its regulations, then, subject to the availability of funds and upon demand by Xerox, Customer shall pay Xerox an amount equal to its loss in this regard. At the time of execution of this agreement, Customer shall provide Xerox with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.

- 38. LEASE AGREEMENTS.** Lease agreement terms and conditions may be negotiated by individual Customers as may be required in a separate contract in accordance with the Customer's procurement laws, rules, regulations, policies and guidelines. In the event of any conflict between a separate lease agreement negotiated between Customer and Xerox and this Agreement, the terms and conditions of the negotiated lease agreement shall apply.
- 39. ORDER OF PRECEDENCE.** Where the terms and conditions of this Agreement, Services Master Agreement or Managed Services Agreement are in conflict with a Customer's state and/or institutional laws or regulations, the Customer and Xerox may enter into an addendum to amend the terms and conditions of this Agreement, Services Master Agreement or Managed Services Agreement to conform to the Customer's state and/or institutional laws or regulations. The terms and conditions of the addendum shall only be applicable between the Customer that entered into the addendum and Xerox.
- In the event of any conflict among the documents below, the following order of precedence shall apply:
- a. the applicable Service Master Agreement or Managed Services Agreement as executed between Customer and Xerox or executed addendum to an IA or Order between Customer and Xerox;
 - b. the terms and conditions of this Agreement;
 - c. Articles to this Agreement;
 - d. Exhibits to this Agreement
- 40. AMENDMENT.** Except as otherwise provided in this Agreement, all changes to this Agreement must be made in writing and signed by both parties. The amendment, cancellation, or termination of this Agreement shall not affect the obligations of either Xerox or Customer under any then-existing IA(s) or Order(s) issued under this Agreement, which shall continue in effect.
- 41. REPRESENTATIONS, WARRANTIES & COVENANTS.** Each party represents that, as of the date of this Agreement, it has the lawful power and authority to enter into this Agreement, the individuals signing this agreement are duly authorized to do so on its behalf and by entering this Agreement hereunder, it will not violate any law or other agreement to which it is a party. Customer is not aware of anything that will have a material negative effect on its ability to satisfy Customer's payment obligations under this Agreement and, to the best of Customer's understanding, all financial information Customer has provided, or will provide, to Xerox is true and accurate and provides a good representation of Customer's financial condition. Each party agrees that it will promptly notify the other party in writing of a change in ownership, or if it relocates its principal place of business or changes the name of its business.
- 42. THIRD PARTY PRODUCTS.** To the extent you obtain third party products from Xerox through this Agreement or an IA or an Order under this Agreement, Xerox represents and warrants that it has obtained the appropriate rights necessary to be able to provide to Customer all third party products it makes available under this Agreement. To the extent any third party products provided through Xerox have warranties not issued directly to Customer, Xerox hereby assigns all such warranties to Customer and agrees to cooperate with Customer in enforcing such warranties.
- 43. MHEC NOT LIABLE FOR CUSTOMERS.** MHEC is not liable to Xerox for any representation made or not made by any Customer, or for the failure of any Customer to make any payment or to otherwise fully perform pursuant to the terms and conditions of an IA or an Order and/or this Agreement.
- 44. MHEC NOT LIABLE FOR XEROX.** Notwithstanding anything to the contrary contained in this Agreement, an IA or an Order under this Agreement, in no event shall MHEC have any liability to Customer (i) under, relating to, or arising out of this Agreement, an IA or an Order under this Agreement, or (ii) for the actions of any Eligible Organization or Xerox, including for any breach by Customer, any other Eligible Organization, or Xerox of this Agreement IA or Order under this Agreement.
- 45. ANNOUNCEMENTS AND PUBLICITY.** Any announcements and publicity given to MHEC or Customer resulting from this Agreement must receive the prior approval of MHEC or Customer respectively. Xerox will not make any representations of MHEC's or Customer's opinion or position as to the quality of effectiveness of the products, supplies and/or services that are the subject of this Agreement without the prior written consent of MHEC or Customer.

- 46. MARKETING.** Xerox will assist MHEC in developing and implementing appropriate marketing strategies including seminars, printed materials and full service, on-line MHEC web site to receive information on products, supplies, services and prices and to place orders.
- 47. RECORDS.** Xerox agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three (3) years from the date of acceptance of each IA or an Order or the time required by law, whichever is later. These records shall be subject to inspection by the Customer and appropriate governmental authorities with Customer's state. The Customer shall have the right to audit billings either before or after payment. Payment under this Agreement shall not foreclose the right of Customer to recover excessive or illegal payments.
- 48. INDEPENDENT CONTRACTORS.** Xerox and its agents and employees are independent contractors and are not employees of MHEC or any Customer. Xerox has no authorization, express or implied to bind MHEC or any Customer to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Customer, except as expressly set forth herein. Nothing in this Agreement is intended, or shall be deemed, or construed to constitute a partnership or a joint venture between the parties.
- 49. EQUAL OPPORTUNITY AND NONDISCRIMINATION.** In connection with the furnishing of products or services under this Agreement, Xerox and all subcontractors shall agree not to discriminate against any recipient of products, services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability or veteran status. Xerox shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.
- 50. SOVEREIGN IMMUNITY.** Notwithstanding anything to the contrary in this Agreement, IA, or Order under this Agreement, this Agreement shall not be construed to deprive a Customer of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applying to this Agreement or afforded by Customer's State law to the Customer.
- 51. ADMINISTRATIVE REPORTING AND FEES.**
- a. On a quarterly basis, Xerox will make available to MHEC reports and information generated by this Agreement, including institution-by-institution information on sales volume and volume savings. The quarters shall commence in July, October, January and April. These quarterly reports shall be submitted to MHEC within 30 days of the end of the quarter. Notwithstanding the foregoing, Xerox will provide fee reporting for any Product (including Equipment, Software, and supplies) or Service ordered under an IA or an Order. This reporting will not include a list price since payment of the fee is based upon the monthly/quarterly billing of the IA or Order which includes any applicable meter/print charges and not the upfront value of the Equipment. In addition, Xerox Services include highly customized solutions for each customer which does not have a specific list price. Thus, Xerox will not be able to calculate a "% Discount" and "\$Savings" value for the quarterly report. Currently Xerox does not have access to the data required to provide quarterly reports for IPEDS ID, NCES District ID, and NCES School ID.
 - b. Xerox shall pay MHEC an administrative fee ("Fee") of 0.5% covering the total sales of the previous quarter within 30 days of the end of each quarter. Unless otherwise agreed between the parties, Fees shall be remitted to MHEC via check to the address included in the Notices section of this Agreement. The quarters for such earned fees shall commence in July, October, January and April of each calendar year.
- 52. MISCELLANEOUS.**
- a. As between Customer and Xerox this Agreement and any IA or Order hereunder shall be construed under the laws of the state in which the Customer resides (without regard to conflict-of-law principles). Customer and Xerox agree to the jurisdiction and venue in a federal or state court with competent jurisdiction located in the state in which the Customer resides. If a court finds any term of this Agreement or any IA or Order hereunder to be unenforceable, the remaining terms of this Agreement or such IA or Order, as the case may be, shall remain in effect. As between MHEC and Xerox, this Agreement will be construed in accordance with, and its performance governed by the laws of the State of Minnesota. MHEC and Xerox agree to the jurisdiction and venue in a federal or state court with competent jurisdiction located in the State of Minnesota.
 - b. Xerox, MHEC and Customer may retain a hardcopy, electronic image, photocopy or facsimile of this Agreement and each IA or Order hereunder, which shall be considered an original and shall be admissible in any action to enforce said Agreement or IA or Order. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instruction. In addition, all parties may retain a reproduction of each IA or Order hereunder which shall be admissible in any action to enforce said IA or Order, but only the IA or Order held by Xerox shall be considered an original.
 - c. Xerox may accept this Agreement or any IA or Order hereunder either by its signature or by commencing performance (e.g., Equipment delivery, initiating Document Services, etc.).
 - d. The following four sentences control over every other part of this Agreement and any IA or Order entered hereunder and over all other documents now or later pertaining to this Agreement or such IA or Order. Customer and Xerox both intend to comply with applicable laws. In no event will Xerox charge or collect any

amounts in excess of those allowed by applicable law. Any part of this Agreement or any IA or Order that would, but for this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this Agreement or any IA or Order to the maximum amount allowed under the legal limit. If in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Agreement or any IA or Order entered hereunder, or refunded to Customer.

53. SURVIVAL. The following provisions will survive the termination or expiration of this contract: Section 22 Intellectual Property Indemnity; 23, Indemnification; and Section 24, Limitation of Liability.

54. ENTIRE AGREEMENT. The following Articles or Attachments are attached hereto and made part hereof:

ARTICLE I - PURCHASE AND INSTALLMENT PURCHASE TERMS
 ARTICLE II - MAINTENANCE TERMS AND CONDITIONS
 ARTICLE III - LEASE TERMS AND CONDITIONS
 ARTICLE IV - RENTAL TERMS AND CONDITIONS
 ARTICLE V - SERVICES MASTER AGREEMENT
 ARTICLE VI - MANAGED SERVICES AGREEMENT
 ARTICLE VII - SAMPLE i.e. STATEMENT OF WORK (SERVICES)

Customer's orders for Services, which may or may not include Equipment, require the use of either Article V, or VI. Customer purchasing such Services shall negotiate the terms and conditions of the Services in Article V, or VI. This Agreement constitutes the entire agreement between the parties as to its subject matter and Products and Services listed in the Attached Pricing Exhibits, and supersedes all prior and contemporaneous oral and written agreements. Subject to Section 39 of this Agreement, Order of Precedence, the parties agree that in the event of any conflict between the terms and conditions in this Agreement and those contained in any of the documents referenced herein, the terms and conditions of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below intending it to become effective on the Effective Date and thereby agreeing to its terms.

MIDWESTERN HIGHER EDUCATION COMPACT

XEROX CORPORATION

Signature

Larry Isaak

Name (please print)

President

Title

105 Fifth Avenue South, Suite 450

Minneapolis, MN 55401

Address

June 13, 2018

Date

Signature

Rachael Jones Turner

Name

State & Local Cooperative Contracts Manager

Title

45 Glover Ave.

Norwalk, CT 06850

Address

June 13, 2018

Date

Article I – Purchase and Installment Purchase Terms

Customer's acquisition of Equipment via a cash or installment purchase hereunder shall be governed by the terms and conditions contained in the Agreement, this Article I, the Maintenance Services contained in Article II if applicable, and the prices set forth on the attached Pricing Exhibit(s).

1. **Purchase Order Taking Term.** Customer can acquire additional Equipment as set forth in the attached Pricing Exhibit for 12-months following the effective date of the Agreement. At the end of each twelve (12) month period, Xerox reserves the right to increase such purchase prices for which Customer then is eligible.
2. **Cash Purchase.**
 - a) **Title and Risk.** Title and risk of loss to purchased Equipment will pass to Customer upon delivery. Until the Products are paid for in full Customer will insure the Product against loss or damage, and the policy will name Xerox as a loss payee.
 - b) **Payment.** Customer's payment under a Purchase IA shall consist of the Net Price amount for the Equipment purchased there under and all applicable Taxes.
 - c) **Customer Default & Remedies.** If Customer defaults under the Agreement or applicable IA, Xerox, in addition to its other remedies (including the cessation of Maintenance Services if applicable), may require immediate payment of all amounts then due (including all applicable Taxes), plus interest on all amounts due from the due date until paid as allowed under Customer state law or at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law).
3. **Installment Purchase.**
 - a) **Non-Cancelable Agreement.** INSTALLMENT IAS CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. CUSTOMER'S OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MUST BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.
 - b) **Title and Risk.** Title and risk of loss to purchased Equipment will pass to Customer upon delivery. Until the Products are paid for in full Customer will insure the Product against loss or damage, and the policy will name Xerox as a loss payee.
 - c) **Payment.** Customer's payment under an Installment Purchase IA shall consist of the Installment Purchase Minimum Payments, along with a separate maintenance charge for the provision of Maintenance Services, if applicable, and all applicable Taxes.
 - d) **Prepayment of Balance.** Customer, at any time, may prepay the remaining principal balance on an Individual Installment Purchase IAs, thereby eliminating the obligation to pay future finance charges.
 - e) **Customer Default & Xerox Remedies.** If Customer defaults under the Agreement or an IA, Xerox, in addition to its other remedies, including the cessation of Maintenance Services, may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law); and (b) the remaining Installment Purchase Minimum Payments in the Installment Purchase IA term less any unearned finance charges as reflected on Xerox's books and records, and (c) all applicable Taxes.

In addition, if an Installment Purchase IA includes maintenance, Xerox may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) the lesser of the remaining Minimum Periodic Base Payments in the Individual Installment Purchase Agreement's term or six (6) such payments for one-year agreements and twelve (12) payments for multi-year agreements; and, (b) all applicable Taxes.

If Customer is required to make and actually makes the remaining Installment Purchase Minimum Payments in the Individual Installment Purchase IAs term, Customer shall retain the right to the Equipment as if no default under the Agreement or an Installment Purchase IA had occurred. If Customer is required to make Minimum Periodic Base Payments for maintenance services not yet earned by Xerox pursuant to this paragraph, Xerox shall be required to provide the maintenance services for the payments made as if no default under the Agreement or an Installment Purchase IA had occurred.

ARTICLE II - MAINTENANCE TERMS AND CONDITIONS

Customer's acquisition of Maintenance Services via an IA shall be governed by the terms and conditions contained in the Agreement, this Article II, and the prices set forth on the attached Pricing Exhibit(s).

1. **Maintenance Services.** Xerox (or a designated servicer) shall provide Maintenance Services as defined in section 12 of the Agreement. Customer will facilitate timely and efficient resolution of Equipment issues by: (a) replacing Cartridges; and (b) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (b) above, Xerox will provide on-site support as provided in the applicable IA. Customer agrees to give Xerox reasonable access to the Equipment. Maintenance Services are provided as a mandatory part of a IA for leased or rented Equipment, or under a maintenance IA. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (a) misuse, neglect or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (c) use of options, accessories or products not serviced by Xerox; or (d) non-Xerox alterations, relocation, service or supplies. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of a Maintenance Plan, Customer will provide them using the method and frequency identified by Xerox. If Customer does not provide a meter reading for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may reasonably estimate the reading and bill Customer accordingly.
The service technicians assigned to provide Maintenance Services will have the expertise, skills, training, and professional education to perform the Maintenance Services in a professional manner and will perform such Maintenance Services in a manner that at a minimum is consistent with industry standard.
2. **Term.** The Term for Maintenance Services will begin on the Equipment Installation Date and expire on the last day of the final calendar month of the initial Term.
 - a. Xerox may annually increase the Minimum Payment and Print Charges, each such increase do not exceed 6%. For Application Software, Xerox may annually increase the software license or support fees, each such increase not to exceed 6%. These adjustments will occur at the commencement of each fiscal/annual contract cycle.
3. **Customer Default & Xerox Remedies.** If Customer defaults under the Agreement or applicable IA, Xerox, in addition to its other remedies (including the cessation of Maintenance Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law); and (b) the lesser of the remaining Minimum Payments in such maintenance IA's term or six (6) such payments for one year agreements or twelve (12) such payments for multi-year agreements; and, (c) all applicable Taxes. Customer will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement.
4. **Hours.** If you elect "Extended Shift Coverage" Xerox will provide Maintenance Services for the indicated number of eight hour-shifts, with the first number indicating the number of eight-hour shifts and the second number indicating the days of the week (starting on Monday), e.g., 2 x 6 means 8:00 A.M. to 12:00 A.M., Monday through Saturday. Extended Shift Coverage will be billed separately.
5. **Renewal.** Xerox will notify the Customer at least 30 days prior to the expiration of the then-current term of each maintenance IA and, unless notice of cancellation is received from the Customer (or provided to Customer by Xerox) prior to the expiration of the then-current term, the maintenance IA will automatically renew for a term of the same number of months as the initial Term.

ARTICLE III - LEASE TERMS AND CONDITIONS

Customer's acquisition of Equipment via a lease hereunder shall be governed by the terms and conditions contained in the Agreement, this Article III, the Maintenance Services contained in Article II, and the prices set forth on the attached Pricing Exhibit(s).

1. **CONTRACT NUMBERS AND TERM.** Customer agrees to enter the applicable contract number MHEC-05012018 on all Order Documents for IAs. Individual leases may be for terms of either 36, 48, or 60 months, depending upon the term selected by the Customer.
2. **Non-Cancelable Agreement.** LEASE IAS CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. CUSTOMER'S OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MUST BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.
3. **Lease IA Term.** The initial Term for any lease IA will be the number of full calendar months stated in the IA. The Minimum Payment for any partial month following the Equipment Installation Date will be billed on a pro rata basis, based on a 30 day month. Unless either party provides notice of termination at least 30-days before the expiration of the initial Term, it will renew on a month-to-month basis at the same prices, and the same terms and conditions. During the renewal period, either party may terminate the lease IA upon at least 30-days notice. Upon termination, Customer will make the Equipment available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered, reasonable wear and tear accepted.
4. **Fixed Pricing.** Except as otherwise set forth herein, the prices listed on the attached Pricing Exhibit(s) will not increase during the initial lease IA Term under this Agreement. Thereafter, Xerox may annually increase the maintenance/supply Monthly Minimum Charge and the Print Charge under an IA up to 6%.
5. **TITLE AND RISK.** Title to the Equipment remains with Xerox until Customer exercises its Purchase Option. Risk of loss or damage to the Products passes to Customer upon delivery. Customer will insure Products against loss or damage and the policy will name Xerox as Loss Payee. Customer agrees that: (a) the Equipment will remain personal property; (b) Customer will not attach the Equipment as a fixture to any real estate; (c) Customer will not pledge, sub-lease, or part with possession of the Equipment or file, or permit to be filed, any lien against the Equipment; and, (d) Customer will not make any permanent alterations to the Equipment.
6. **PAYMENT.** Payment to Xerox is due within 30 days after invoice date, with all charges being billed in arrears. Restrictive covenants on payment instruments will not reduce your obligations. Customer authorizes Xerox, or its agent, to obtain credit reports from commercial credit reporting agencies. Late payments and default are subject to Section 18 of the General Terms and Conditions of this Agreement.
7. **REMEDIES.** If Customer defaults under the Agreement or any IA, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at Customer's expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid as allowed under Customer's state law; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the IA Term, discounted at 4% per annum; and (c) the applicable Purchase Option as defined in section 10 of this Article; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce the Contract. If Customer makes the Equipment available for removal by Xerox within 30-days after the notice of default, in the same condition as when delivered, reasonable wear and tear accepted, upon recovery of the Equipment Customer will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.
8. **WAIVER.** THE PARTIES INTEND AN IA TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. In the event of a conflict between the provisions of Article 2A of the Uniform Commercial Code and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall apply. Except to the extent expressly provided herein and to the extent permitted by applicable law, Customer waives all rights and remedies conferred upon a lessee by Article 2A of the Uniform Commercial Code. The parties agree that they will not employ any "self-help" methods to enforce the terms of this Agreement.
9. **Refinanced Amounts.** The "Amount Refinanced" is included in the amount financed under the IA. If the Amount Refinanced is under an order with a third party, Customer acknowledges that they have the right to terminate the agreement and Customer will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off, and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render Customer's prior lease agreement null and void. If Customer breaches any of its obligations under the refinanced lease agreement, the remaining Amount Refinanced amount will be immediately due and payable.
10. **LEASE OPTIONS.** The following options are available for Equipment subject to an IA:
 - a) **PURCHASE OPTIONS.**

i. FMV Purchase Option. If not in default hereunder, Customer may purchase the Equipment, "AS IS, WHERE-IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term of a lease IA for the Equipment's then current fair market value, plus all applicable Taxes.

ii. FPO Purchase Option. If not in default hereunder, Customer may purchase the Equipment, "AS IS, WHERE-IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term of a Lease Order for the set purchase option indicated in the IA, plus all applicable Taxes.

- b) **LEASE RENEWAL.** Unless either party provides notice at least thirty (30) days before the end of the Term of an IA hereunder of its intention not to renew, said IA will renew automatically on a month-to-month basis at the same price, terms and conditions and billing frequency as the original IA. During this renewal period, either party may terminate the IA upon at least thirty (30) days' notice.
- c) **LEASE TERMINATION.** Upon termination of the lease, and if Customer has not purchased the Equipment, Customer shall make the Equipment available for removal by Xerox when requested to do so by Xerox and, at the time of removal, the Equipment shall be in the same condition as when delivered, reasonable wear and tear excepted, together with any related software.

ARTICLE IV – Rental Terms

Customer's acquisition of Equipment via a rental IA hereunder shall be governed by the terms and conditions contained in the Agreement, this Article IV, and the prices set forth on the attached Pricing Exhibit.

1. **Title and Risk of Loss.** Title to the Products remains with Xerox. Risk of loss or damage to the Products passes to Customer upon delivery. Customer will insure the Products against loss or damage and the policy will name Xerox as Loss Payee.
2. **Rental IA Term.** The initial Term for each rental IA will run concurrently with the term of the Pricing Exhibit.
3. **Pricing.** The pricing set forth in the Pricing Exhibit include Consumable Supplies. Except as otherwise set forth herein, the Minimum Payment and Print Charges will not increase during the initial 12 months of the IA. Thereafter, Xerox may annually increase the Print Charges under a Rental IA up to 6%.
4. **Rental Order Commencement & Term.** Unless either party provides notice of termination at least 30-days before the expiration of the initial Term, it will renew automatically for successive terms of the same number of months as the initial Term, unless a written notice of cancellation is received from Customer prior to the expiration of the then-current IA Term. During the renewal period, either party may terminate the Equipment upon at least 30-days notice. Upon termination, Customer will make the Equipment available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered, reasonable wear and tear accepted.
5. **Equipment Return.** Unless Customer has renewed or purchased the Equipment, Customer will make the Equipment and Base Software available for removal at the expiration of the rental IA term in the same condition as when delivered, reasonable wear and tear accepted.
6. **30-Day Flexible Termination.** You may terminate a rental IA at any time with 30-days prior written notice if the Equipment has been installed a minimum of thirty-one days and Xerox is given 30-days prior written notice of such termination. ETC's will not be charged if Customer purchases or finances the Equipment through Xerox, upgrades the Equipment with another Xerox Product, or terminates any accessory under an IA.
7. **Customer Default and Xerox Remedies.** If Customer defaults under the Agreement or any IA, Xerox, in addition to its other remedies, including the cessation of Maintenance Services, may require the immediate payment as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest from the due date until paid at the rate of one and one-half percent (1.5%) per month; and (b) Early Termination Charges ("ETCs") equal to all remaining Minimum Payments, not to exceed six (6) months, and (c) all applicable taxes. Customer will make the Equipment available for removal when requested to do so, and at the time of removal the Equipment will be in the same conditions as when delivered, reasonable wear and tear accepted.
8. **Customer Training and Analyst Services.** The pricing set forth in the Pricing Exhibit for certain models of Equipment includes one training session and analyst services pursuant to the terms and conditions of the applicable then-current Xerox Customer Education price list. Additional training and analyst services will be subject to the prices, terms and conditions in the applicable then-current price list.

ARTICLE V- SERVICES MASTER AGREEMENT

THIS SERVICES MASTER AGREEMENT NO. << Enter 7 Digit Contract Number >>> is between Xerox Corporation ("**Xerox**"), a New York corporation with offices at 201 Merritt 7, Norwalk, CT 06871-1056 and << Enter Customer's Legal Name >>> ("**Customer**") an organization with offices at . << Enter Customer's Address >>>.

Products and Services acquired hereunder are acquired under the auspices of the Midwest Higher Education Compact (MHEC) Contract MHEC-05012018 between The Midwest Higher Education Compact (MHEC) and Xerox Corporation, Therefore, the terms and conditions of the Midwest Higher Education Compact Contract are incorporated by reference into this Agreement. Any conflict between the terms and conditions of the Midwest Higher Education Compact Contract and this Agreement will be resolved in favor of this Agreement.

AGREEMENT STRUCTURE

This Agreement serves as a master agreement to enable Xerox and Customer to contract with each other for a range of products and services to be provided, as made available by Xerox and its U.S. Affiliates over time. This Agreement is grouped into Modules. The "GEN" Module applies to all products and services provided hereunder, while the other Modules apply as appropriate to what Xerox is providing to Customer under the applicable Order.

DEFINITIONS MODULE

DEF 1. – DEFINITIONS

The following definitions (and those found elsewhere in this Agreement) apply unless otherwise specified in an Order.

- a. **Affiliate** means a legal entity that directly or indirectly controls, is controlled by, or is under common control with either party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.
- b. **Agreement** means this Services Master Agreement. This Agreement may also be referred to in ordering and contracting documents as a "Services and Solutions Agreement" or "SSA."
- c. **Amortized Services** means certain services such as consulting and training, the Charges for which are amortized over the term of an Order.
- d. **Application Software** means Xerox-brand software that allows Equipment or Third Party Hardware to perform functions beyond those enabled by its Base Software.
- e. **Base Software** means software embedded, installed, or resident in Equipment that is necessary for operation of the Equipment in accordance with published specifications.
- f. **Cartridges** means copy/print cartridges and xerographic modules or fuser modules designated by Xerox as customer-replaceable units for the Equipment.
- g. **Charges** mean the fees payable by Customer for Services, Maintenance Services and/or Products as specified in this Agreement.
- h. **Confidential Information** means information identified as confidential and provided by the disclosing party to the receiving party.
- i. **Consumable Supplies.** Consumable Supplies vary depending upon the Equipment model, and include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth in an Order, Consumable Supplies excludes paper and staples.
- j. **Customer Assets** means all hardware, equipment, fixtures, software, assets, networks, work space, facilities, services and other assets owned, leased, rented, licensed or controlled by Customer (including Existing Equipment and Existing Software) that Customer makes available to Xerox to enable Xerox to fulfill its obligations under an Order.
- k. **Customer Confidential Information** means Confidential Information belonging to Customer and includes, without limitation, Customer Content and Private Information.
- l. **Customer Content** means documents, materials or information that Customer provides in hard copy or electronic format to Xerox, containing information about Customer or its clients, in order for Xerox to provide Services, Maintenance Services, or Products.
- m. **Customer Facilities** means those facilities controlled by Customer where Xerox performs Services or provides Products.

- n. **Customer Intellectual Property** means all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist and belong to Customer as of the Effective Date or that may be created by Customer after the Effective Date, excluding Xerox Confidential Information.
- o. **Data** means data that the Xerox Tools and Xerox Client Tools automatically collect from all Equipment and Third Party Hardware that appears on Customer's network, or that are locally connected to another device on Customer's network, when such Tools are installed on Customer's network. Examples of Data include product registration, meter read, supply level, device configuration and settings, software version, and problem/fault code data.
- p. **Date of Installation** means: (a) for Equipment (or Third Party Hardware) installed by Xerox, the date Xerox determines the Equipment (or Third Party Hardware) to be operating satisfactorily as demonstrated by successful completion of diagnostic routines and is available for Customer's use; and (b) for Equipment (or Third Party Hardware) designated as "Customer Installable," the Equipment (or Third Party Hardware) delivery date.
- q. **Description of Services or DOS** means a document attached to an Order which references the applicable Services Contract number and specifies the Products and/or Services provided under such Order.
- r. **Diagnostic Software** means Xerox-proprietary software embedded in or loaded onto Equipment and used by Xerox to evaluate or maintain the Equipment.
- s. **Documentation** means all manuals, brochures, specifications, information and software descriptions, and related materials customarily provided by Xerox to customers for use with certain Products or Services.
- t. **Effective Date** means the date this Agreement is signed by Xerox.
- u. **Eligible Affiliate** means a domestic Customer Affiliate that has met Xerox's credit requirements for ordering Services, Maintenance Services and/or Products under this Agreement.
- v. **Equipment** means Xerox-brand equipment.
- w. **Excluded Taxes** means (i) taxes on Xerox's income, capital, and employment, (ii) taxes for the privilege of doing business, and (iii) personal property tax on Equipment rented or leased to Customer under this Agreement.
- x. **Existing Equipment** means devices which are leased, rented or owned by the Customer outside of this Agreement, which are used to provide Services, and which remain subject to the terms and conditions of the agreements under which they were originally acquired.
- y. **Existing Software** means software licensed by the Customer outside of this Agreement and which is used to provide the Services and which remains subject to the terms and conditions of the agreements under which it was originally acquired.
- z. **Feature Releases** means new releases of Software that include new content or functionality.
- aa. **Force Majeure Event** means a circumstance beyond a party's reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; strike or other labor dispute; riot; misadventure of the sea; inability to secure materials and/or transportation; or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity.
- bb. **Funds** means collectively Amortized Services and Third Party Funds.
- cc. **Maintenance Releases or Updates** means new releases of Software that primarily incorporate coding compliance updates and error fixes and are designated as "Maintenance Releases" or "Updates."
- dd. **Maintenance Services** means required maintenance of Equipment to keep the Equipment in good working order.
- ee. **Module** means a specific set of terms and conditions contained in this Agreement that is identified as a "Module." The Modules under this Agreement are the DEF, GEN, SVC, EQP, EP, MS and SW Modules.
- ff. **Monthly Minimum Charge or MMC** means the regular recurring Charge that is identified in an Order and which, along with any additional print/impression charges, covers the cost for the Services, Maintenance Services and/or Products. The MMC may also include lease buyout funds, Funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, and amounts being financed or refinanced. One-time items are billed separately from the MMC.
- gg. **Order** means a document that Xerox requires for processing of orders for Services, Maintenance Services and/or Products hereunder, which may specify the contracting parties and location(s) where the foregoing will be provided; Customer's requested shipment date; the Products that Customer will purchase, lease, rent or license; the Services and/or Maintenance Services that Xerox will provide; the applicable Charges and expenses; the term during which the Services, Maintenance Services and/or Products described therein shall be provided; the Xerox-provided contract number; and any applicable SLAs. An Order must reference the applicable Services Contract number, and may also be in the form of a Services and Solutions Order ("SSO"), a Xerox Order Agreement ("XOA") (which is used solely for an outright purchase by Customer under the EP module of this Agreement) or a Customer-issued PO. A Statement of Work may be part of an Order but cannot function as a stand-alone ordering document.

- hh. **Output of Services** means electronic images created by scanning tangible documents containing Customer Content, all full or partial copies (tangible and intangible) of Customer Content, and all reports and other documentation, photographs, images, impressions, and other materials (tangible and intangible) created by Xerox and delivered to Customer under an Order, but shall not include Third Party Software, or Xerox Intellectual Property.
- ii. **Privacy Laws** means laws relating to data privacy and data protection as applicable to Xerox's performance of the Services.
- jj. **Private Information** means Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), Non-Public Personal Information ("NPI") as defined by the Gramm-Leach Bliley Act ("GLBA") and student education record as defined by the Family Rights and Privacy Act ("FERPA") and equivalent categories of protected health and financial and education information under applicable state Privacy Laws.
- kk. **Products** means Software, Equipment, Third Party Products and/or Consumable Supplies supplied by Xerox and provided to Customer pursuant to an Order.
- ll. **Purchase Order or PO** means a document containing the applicable Services Contract number that is issued by Customer to Xerox for Order entry purposes only. Any terms in a PO are not binding and are of no force or effect.
- mm. **Purchased Equipment** means Equipment or Third Party Hardware that Xerox sells outright to Customer under the EP Module.
- nn. **Remote Data** means data that is automatically collected by Xerox or transmitted to or from Xerox by Equipment or Third Party Products connected to Customer's network. Examples of Remote Data include product registration, meter read, supply level, equipment configuration and settings, software version, and problem/fault code data.
- oo. **Remote Data Access** means electronic transmission of Remote Data to or from a secure offsite location.
- pp. **Residuals** means general ideas, concepts, know-how, methods, processes, technologies, algorithms or techniques related to the Services, which are in non-tangible form and retained in the unaided memory of persons who have had access to Confidential Information.
- qq. **Service Level Agreements or SLAs** means the levels of performance for the Services, if applicable, as set out in the applicable Order.
- rr. **Services** means managed services (e.g. copy center and mailroom services), consultative services, and/or professional services, including, but not limited to, assessment, document management, and managed and centralized print services, as more fully described in the applicable Order. Xerox's standard back-office administrative and contract support functions performed by Xerox and/or its Affiliates, such as billing, contract management and order processing, are not Services, but are included in the pricing provided for the Services hereunder.
- ss. **Services Contract** means the applicable terms and conditions of this Agreement, the first Order having a particular assigned Services Contract number, and each additional Order, if any, with the same Services Contract number.
- tt. **Software** means Base Software and Application Software.
- uu. **Statement of Work or SOW** means a document which references the applicable Services Contract number and specifies the details of a particular transaction where Customer wishes to acquire Services, Maintenance Services and/or Products from Xerox under this Agreement.
- vv. **Supplier Equipment** means devices which are supplied by Xerox to the Customer during the term of an Order. Supplier Equipment may be Equipment or Third Party Hardware.
- ww. **Taxes** means any and all taxes of any kind or nature, however denominated, imposed or collected by any governmental entity, including but not limited to federal, state, provincial, or local net income, gross income, sales, use, transfer, registration, business and occupation, value added, excise, severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing.
- xx. **Third Party Funds** means funds Xerox provides to Customer to acquire Third Party Hardware or to license Third Party Software and/or to retire debt on existing Third Party Hardware.
- yy. **Third Party Hardware** means non-Xerox brand equipment.
- zz. **Third Party Products** means, collectively, Third Party Hardware and Third Party Software.
- aaa. **Third Party Software** means non-Xerox brand software.
- bbb. **Transaction Taxes** means any and all Taxes that are required to be paid in respect of any transaction and resulting Charges under this Agreement and any transaction documents, including but not limited to sales, use, services, rental, excise, transaction-based gross receipts, and privilege Taxes.

ccc. **XDM Customer Views** means a limited set of features such as printer error messages, basic printer status, troubleshoot (e.g., access printer web page, submit test page, reboot printer, retrieve audit logs) and upgrade printer (e.g., add upgrade file, delete upgrade file, run upgrade, delete upgrade task, restart upgrade task) that are available through the Xerox Tool known as Xerox Device Manager.

ddd. **Xerox Confidential Information** means Confidential Information belonging to Xerox and includes, without limitation, whether marked as such or not, any services procedures manuals, Xerox Tools, Xerox Client Tools and Xerox Intellectual Property.

eee. **Xerox Client Tools** means certain proprietary software used to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof that are licensed to Customer in accordance with GEN 1.8(d).

fff. **Xerox Intellectual Property** means all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist and belong to Xerox as of the Effective Date or that may be created by Xerox after the Effective Date, including without limitation, Software, Data, Remote Data, Xerox Tools and Xerox Client Tools, and excluding Customer Confidential Information and Output of Services.

ggg. **Xerox Products** means Equipment, Software and Consumable Supplies acquired pursuant to this Agreement.

hhh. **Xerox Tools** means certain proprietary tools used by Xerox to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof.

GENERAL MODULE

GEN 1. – GENERAL

The terms and conditions in this General (GEN) Module apply to all Services, Maintenance Services, and Products acquired by Customer under this Agreement.

GEN 1.1– AGREEMENT STRUCTURE

- a. **General Contract Structure.** The parties intend for this Agreement to serve as a master agreement stating the terms and conditions governing separate transactions between (i) Xerox and Customer, and (ii) Xerox and Eligible Affiliates. Xerox will provide, and Customer will procure, Services, Maintenance Services and/or Products in accordance with the terms and conditions stated in this Agreement, any Services Contract(s), and any applicable Orders. Each Services Contract will be assigned its own Services Contract number that will consist of this Agreement's number MHEC-05012018 followed by a three-digit extension. Each Services Contract constitutes a separate contract under this Agreement. Customer may add Services, Maintenance Services or Products to an existing Services Contract by submitting additional Orders referencing the applicable Services Contract number.

GEN 1.2 – CHARGES, PAYMENT AND DEFAULT

- a. **Charges.** Charges for the particular Services, Maintenance Services, and/or Products will be set forth in an Order and are exclusive of any and all Transaction Taxes. Xerox's then current overtime rates will apply to Services requested and performed outside Customer's standard working hours.
- b. **Payment.** Customer agrees to pay Xerox all undisputed amounts due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account within thirty (30) days after the invoice date. Restrictive covenants submitted for or with payment to indicate that it is in full satisfaction of an invoice will not operate as an accord and satisfaction to reduce Customer's payment obligations if it is not, in fact, full payment. For any payment not received by Xerox within ten (10) days after the due date, Xerox may charge, and Customer agrees to pay, a late charge of the greater of \$25 or five percent (5.0%) of the amount overdue (not to exceed the maximum amount permitted by applicable law) as reasonable collection costs. If Customer disputes any amount included in an invoice, then (i) Customer must notify Xerox of the dispute in writing, (ii) such notice shall include a description of the items Customer is disputing and the reason such items are being disputed; and (iii) Customer shall promptly exercise its best efforts to work with Xerox to resolve such dispute. Pending resolution of such disputed amount, Customer shall pay any and all undisputed amounts within thirty (30) days of invoice date, including the MMC which Customer agrees shall not be subject to dispute at any time.
- c. **Default.** Customer will be in default if Xerox does not receive any payment within fifteen (15) days after the date it is due, or if Customer breaches any other obligation under this Agreement, any Services Contract, or any other agreement with Xerox. If Customer defaults, Xerox, in addition to its other remedies (including cessation of Services, Maintenance Services and/or Consumable Supplies), may require immediate payment of (1) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of 1.5% per month, and (2) any early termination charges set forth in this Agreement or in the applicable Services Contract and/or Order(s). Customer will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce any Services Contract.

GEN 1.3 – RESERVED.

GEN 1.4 – RESERVED.

GEN 1.5 – RESERVED.

GEN 1.6 – CUSTOMER RESPONSIBILITIES

Customer agrees to perform its responsibilities under this Agreement in support of the Services, Maintenance Services, or Products in a timely manner. Customer agrees:

- a. that Products acquired hereunder are ordered for Customer's (or its Affiliates') own internal business use (rather than resale, license and/or distribution outside of Customer's organization) and will not be used for personal, household or family purposes;
- b. to (1) provide Xerox and its agents with timely and sufficient access, without charge, to Customer Facilities required by Xerox to perform Services and Maintenance Services and/or provide Products, and (2) ensure that Customer Facilities are suitable for the Services, Maintenance Services and/or Products, safe for Xerox personnel, and fully comply with all applicable laws and regulations, including without limitation any federal, state and local building, fire and safety codes;
- c. to provide Xerox and its agents with timely and sufficient use of and access, without charge, to Customer Assets required by Xerox to perform Services and Maintenance Services and/or provide Products, and to grant Xerox and its agents sufficient rights to use, access and, if agreed, modify the same;
- d. to acquire or continue maintenance, repair and software support services, without charge to Xerox, for all Customer Assets that Customer permits Xerox to use or access;
- e. to maintain the manufacturer's maintenance agreement for any Third Party Products;
- f. to provide Xerox with access to appropriate members of Customer personnel, as reasonably requested by Xerox, in order for Xerox to perform the Services and Maintenance Services and/or provide Products;
- g. to respond to and provide such documentation, data and other information as Xerox reasonably requests in order for Xerox to perform the Services and Maintenance Services and/or provide Products;
- h. to contract for the minimum types and quantities of Equipment and Consumable Supplies required by Xerox to perform the Services and Maintenance Services;
- i. that, as between Xerox and Customer, Customer alone is responsible for backing up its Customer Content and Xerox shall not be responsible for Customer's failure to do so;
- j. that as between Xerox and Customer, Customer alone is responsible for determining whether Customer Content provided to Xerox (i) is libelous, defamatory or obscene, or (ii) may be duplicated, scanned or imaged without violating a third party's intellectual property rights; and
- k. to provide contact information for Equipment such as name and address of Customer contact.

GEN 1.7– WARRANTIES.

a. Xerox Warranties.

- i. **Services Warranty.** Xerox warrants to the Customer that the Services will be performed in a professional and workmanlike manner by Xerox personnel with appropriate training, experience and skills in accordance with the applicable Order. If the Services do not comply with the SLAs or other requirements set forth in the applicable Order, Customer will notify Xerox in writing detailing its concerns and, within 10 days following Xerox's receipt of such notice, Xerox and Customer will meet, clarify the Customer's concern(s) and begin to develop a corrective action plan. As Customer's exclusive remedy under this warranty for Xerox's non-compliance with this warranty, Xerox will either modify the Services to comply with the applicable SLAs or other requirements or re-do the work at no additional charge within 60 days of finalizing the plan or another time period agreed to in writing by the parties.
- ii. **Third Party Product Warranty.** Where Xerox in its sole discretion selects and supplies Third Party Products, Xerox warrants they will operate substantially in conformance with applicable SLAs or other requirements in the Order. Customer's sole remedy for breach of this warranty is to return the Third Party Product to Xerox and then receive a refund of any fees paid for such non-conforming Third Party Product, less a reasonable usage fee. If Customer requests a specific Third Party Product, Xerox will pass-through as permitted any third party warranties.
- iii. **Exclusions.** Xerox shall not be responsible for any delay or failure to perform the Services or provide Products, including achieving any associated SLAs or other requirements in the applicable SOWs, DOSs or Orders, to the extent that such delay or failure is caused by:
 - a. Customer's failure or delay in performing its responsibilities under this Agreement;

- b. reasons outside Xerox's reasonable control, including Customer Assets, Customer Content, or delays or failures by Customer's agents, suppliers or providers of maintenance and repair services for Customer Assets; or
 - c. unauthorized modifications to Equipment, Third Party Hardware or the Output of Services.
- b. **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND XEROX DISCLAIMS AND CUSTOMER WAIVES ALL OTHER WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.
- c. The warranties set forth in this Agreement are expressly conditioned upon the use of the Services, Products and Output of Services for their intended purposes in the systems environment for which they were designed and shall not apply to any Services, Products or Output of Services which have been subject to misuse, accident or alteration or modification by Customer or any third party.

GEN 1.8 – INTELLECTUAL PROPERTY OWNERSHIP

- a. **Customer Intellectual Property.** Customer grants to Xerox a non-exclusive, royalty-free, fully-paid up, worldwide license to use Customer Intellectual Property, Customer Content and Output of Services only for purposes of, and only to the extent required for, providing Services, Maintenance Services or Products under this Agreement. Xerox agrees not to decompile or reverse engineer any Customer Intellectual Property. Except as expressly set forth in this Agreement, no rights to any Customer Intellectual Property, Customer Assets, or Customer Content are granted to Xerox.
- b. **Ownership of Output of Services and License to Xerox Intellectual Property.** Except to the extent that the Output of Services may incorporate any Xerox Intellectual Property, the Output of Services shall be the sole and exclusive property of Customer. To the foregoing extent, Xerox hereby assigns, grants, conveys, and transfers to Customer all rights in and to the Output of Services for the applicable Order. To the extent that the Output of Services may incorporate any Xerox Intellectual Property, Xerox grants Customer a non-exclusive, perpetual, fully paid-up, worldwide right to use, display and reproduce the Xerox Intellectual Property only as required for use of the Output of Services for Customer's customary business purposes and not for resale, license or distribution outside of Customer's organization. If XDM Customer Views are to be provided under an SOW, Xerox grants Customer a limited license to access and use the XDM Customer Views only for the purpose of receiving Services under the SOW. Customer agrees not to decompile or reverse engineer any Xerox Intellectual Property. Except as expressly set forth in this Agreement, no rights to any Xerox Intellectual Property are granted to Customer.
- c. **Xerox Tools.** Xerox Tools may be used by Xerox to provide certain Services. Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Xerox or its authorized agents. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to Data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Xerox may remove Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services, and Customer shall reasonably facilitate such removal.
- d. **Xerox Client Tools.** Xerox grants to Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to install, use and access the Xerox Client Tools only for the purpose of receiving the Services for which they were provided. Customer may not: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Xerox Client Tools, except as permitted by applicable law; or, (ii) allow others to engage in same. Title to the Xerox Client Tools and all intellectual property rights therein shall, at all times, reside solely with Xerox and its licensors. Certain Xerox Client Tools may be subject to mandatory third party flow-down terms and conditions, which will be provided separately.
- e. **Data Collection and Use.** Data collected by the Xerox Tools is transmitted by a Xerox Tool to a remotely hosted server that hosts other Xerox Tools. The automatic data transmission capability will not allow Xerox to read, view or download any Customer documents or other information residing on or passing through the Equipment or Third Party Hardware or Customer's information management systems.

GEN 1.9 – RESERVED

GEN 1.10 – RESERVED.

GEN 1.11 – TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue for a term of _____ months, and continue on a month-to-month basis thereafter until expressly renewed by mutual written agreement or terminated by either party upon thirty (30) days' written notice. Upon termination, Customer shall permit Xerox to enter Customer Facilities for purposes of removing the Products, Xerox Tools and/or Xerox Client Tools. Each Order hereunder shall have its own term, which shall be stated in the

Order. In the event the Agreement expires or is terminated, each Services Contract in effect at such time shall remain in full force and effect until the expiration or termination of all Orders constituting such Services Contract (including any extensions or renewals thereof) and shall at all times be governed by, and be subject to, the terms and conditions of this Agreement as if this Agreement were still in effect. Termination of any Order shall not affect this Agreement or any other Orders then in effect. Notwithstanding any other provision in the Agreement to the contrary, should an Order be terminated prior to expiration for any reason or a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox, in addition to any other amounts owed under said Order, an amount equal to the remaining principal balance of the Funds together with a 15% disengagement fee, for loss of bargain and not as a penalty.

GEN 1.12– CONFIDENTIALITY

a. **Obligation.** Customer and Xerox acknowledge that, during the term of this Agreement and any Order hereunder, each party (or its Affiliates) may be provided with or have access to, certain Confidential Information belonging to the other party (or its Affiliates). The parties will ensure that their employees comply with their respective corporate policies and procedures regarding the disclosure of Confidential Information. The parties agree to use the Confidential Information provided under this Agreement only for purposes directly related to the performance of obligations and use of rights granted under this Agreement. The receiving party may not disclose Confidential Information to third parties unless such third party has a need to know such Confidential Information in order to perform under this Agreement and has agreed in writing to be bound by terms no less restrictive than those set forth herein. Each party shall be responsible for any breaches of the obligations in this Section by its employees and such third parties. The receiving party shall protect the disclosing party's Confidential Information with the same degree of care that it uses to protect its own confidential information of like importance, but not less than reasonable care. Each party agrees not to disclose the terms and conditions of this Agreement, all Services Contracts and Orders, and any attachments and exhibits thereto, without the other party's prior written consent. Upon prior approval, Xerox may use Customer as a reference with other customers. Xerox may disclose the identity and address of Customer to Xerox's third party licensors if contractually required for royalty reporting purposes.

b. **Exclusions.** The obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; or (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information.

c. **Return of Information.** Upon termination or expiration of this Agreement or an Order, except as otherwise set forth hereunder, each party shall cease use of the other party's Confidential Information and other data and, upon request, shall (1) return all such Confidential Information and any copies thereof, or (2) permanently destroy such Confidential Information and certify that such Confidential Information has been so destroyed; provided, however, that any obligations regarding removal of Customer Confidential Information stored on hard drives on Equipment owned by Xerox and any costs associated with such removal will be set forth in the applicable Order.

d. **Disclosure under Legal Requirement.** If the recipient of Confidential Information is required to disclose Confidential Information pursuant to a court order or by law or regulation, that party will (1) notify the disclosing party of the obligation to make such disclosure, and (2) reasonably cooperate with the disclosing party if the disclosing party seeks a protective order, but any costs incurred by the receiving party will be reimbursed by the disclosing party, except for costs of the receiving party's employees.

e. **Duration of Confidentiality Obligation.** Except for Private Information and Xerox Intellectual Property, the obligations set forth in this Section shall continue for one (1) year after termination or expiration of this Agreement or the Order under which such Confidential Information was disclosed, whichever occurs later. The duration of confidentiality obligations with respect to Private Information shall be governed by applicable Privacy Laws. Confidentiality obligations with respect to Xerox Intellectual Property shall continue so long as it continues to be Xerox trade secrets.

f. **Residual Rights.** Each party understands that the other party shall be free to use for any purpose the Residuals resulting from access to Confidential Information as a result of the performance of its obligations under an Order, provided that such party shall maintain the confidentiality of such Confidential Information as provided herein. Neither party shall pay royalties for the use of Residuals. However, the foregoing shall not be deemed to grant either party a license under the other party's copyrights or patents.

GEN 1.13– DATA PROTECTION/PRIVACY

A. To the extent that Privacy Laws are applicable to Customer and Xerox in connection with the performance of Services, each party agrees to comply with the applicable provisions of such Privacy Laws.

B. Xerox has adopted reasonable physical, technical and organizational safeguards designed to prevent accidental, unauthorized or unlawful loss, disclosure, access, transfer or use of Private Information. Xerox will promptly notify Customer in the event of any known unauthorized or unlawful loss, disclosure, access, transfer or use of Private Information.

GEN 1.14 – GOVERNING LAW AND JURISDICTION

This Agreement, each respective Order, and any dispute or claim arising out of or in connection with this Agreement or such Order, shall be governed by and construed in accordance with the laws of the state Customer resides without regard to its conflict of laws provisions and submitted to the exclusive jurisdiction of the federal and state courts of the state Customer resides.

GEN 1.15 – RESERVED.**GEN 1.16– RESERVED.****GEN 1.17 – RESERVED****GEN 1.18 – RESERVED****GEN 1.19– COMPLIANCE WITH LAWS AND POLICIES**

Xerox and Customer shall comply with all applicable laws and regulations in the performance of their respective obligations under this Agreement. Xerox agrees to comply with Customer's internal policies regarding security and safety at Customer Facilities that are reasonable and customary under the circumstances and which do not conflict with the terms of this Agreement. Customer agrees to provide Xerox with reasonable prior written notice of such policies and any changes to such policies. If a change in Customer policy results in incremental costs to Xerox, Xerox may, upon providing notice to Customer, pass such costs on to Customer.

GEN 1.20 – MISCELLANEOUS

- a. **Copies of Agreement.** Except as required by law, both parties agree that any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original. Xerox may retain a hardcopy, electronic image, photocopy or facsimile of this Agreement and each Order hereunder, which shall be considered an original and shall be admissible in any action to enforce said Agreement or Order.
- b. **Amendment.** All changes to this Agreement must be made in a writing signed by Customer and Xerox. Any amendment of this Agreement shall not affect the obligations of either party under any then-existing Orders, which shall continue in effect unless the amendment expressly states that it applies to such existing Orders. An amendment to a Services Contract shall reference the number of the Services Contract that it amends.
- c. **No Waiver; Severability; Survival.** The failure by Customer or Xerox to insist upon strict performance of any of the terms and conditions in this Agreement or to exercise any rights or remedies will not be construed as a waiver of the right to assert those rights or to rely on that term or condition at any time thereafter. If any provision is held invalid by any arbitrator or any court under applicable law, such provision shall be deemed to be restated as nearly as possible to reflect the original intention of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect. Any terms and conditions of this Agreement or any Order which by their nature extend beyond the termination or expiration of the Agreement or Order will survive such termination or expiration.
- e. **No Hiring.** During the term of an Order under which Xerox is providing Services and for a period of one (1) year thereafter, Customer and Xerox each agree not to hire, solicit, or employ any of the other's personnel who have been engaged in the provision of services or the performance of this Agreement, unless prior written consent is obtained from the other party. Such prohibition shall not apply to hiring as a result of general public solicitations of employment. Should one of the parties hire the other party's personnel in violation of this Agreement, the violating party shall immediately pay to the other, as liquidated damages and as the sole remedy for such violation, an amount equal to such personnel's then current annual compensation (or the amount paid to such person during the previous twelve (12) months in the case of an independent contractor).
- f. **Communication Authorization.** Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address that Customer provides to Xerox.
- g. **Limitation on Charges.** In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of an Order that would, but for this Section, be construed to allow for a charge higher than that allowed under any applicable law, is limited and modified by this Section to limit the amounts chargeable under such Order to the maximum amount allowed by law. If, in any circumstances, an amount in excess of that allowed by law is charged or received, such charge will be deemed limited to the amount legally allowed and the amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed or will be refunded to Customer.
- h. **Order of Precedence; Entire Agreement.** This SMA is part of the Midwestern Higher Education Compact Services Agreement ("MHEC") contract. This Agreement, including all schedules, attachments, exhibits and amendments hereto and the Services Contract(s) hereunder, constitutes the entire agreement between the parties as to the subject matter and supersedes all prior and contemporaneous oral and written agreements regarding the subject matter hereof and neither party has relied on or is relying on any other information, representation, discussion or understanding in entering into and completing the transactions contemplated in this Agreement. The parties agree that except as expressly set forth in this Agreement in the event of any conflict between terms and conditions, the order of precedence shall be this Agreement, the MHEC contract, the applicable Orders under the Services Contract (excluding Customer POs), and the SOW or DOS, as applicable. If a term in this Agreement expressly provides for a term in an Order to take precedence, such provision in the

Order shall prevail to the extent of any conflict. Notwithstanding the foregoing, provisions in the General Module of this Agreement related to: (1) Section **GEN 1.8** (Intellectual Property Ownership); and (2) Section **GEN 1.12** (Confidentiality); will prevail over conflicting provisions in any other contractual document.

SERVICES MODULE

SVC 1 – TERMS AND CONDITIONS SPECIFIC TO SERVICES

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to Xerox's performance of Services.

SVC 1.1 – SCOPE OF SERVICES

Subject to the terms and conditions of this Agreement, Services will be performed by Xerox and/or its Affiliates in accordance with the requirements set forth in an Order. If Customer fails to perform or is delayed in performing any of its responsibilities under this Agreement, such failure or delay may prevent Xerox from being able to perform any part of the Services or Xerox-related activities. Xerox shall be entitled to an extension or revision of the applicable term of the Order (which may include setting a new expected date for commencement of Services) or to an equitable adjustment in performance metrics associated with such failure or delay.

SVC 1.2 – CHARGES FOR SERVICES

Charges for Services are set forth in the applicable Order. Charges are based upon information exchanged between Customer and Xerox, which is assumed to be complete and accurate, and also depend upon other factors such as the timely performance by Customer of its responsibilities. If: (a) such information should prove to be incomplete or inaccurate in any material respect; or (b) there is a failure or delay by the Customer in performing its responsibilities under this Agreement or an Order which results in Xerox incurring a loss or additional cost or expense, then the charges shall be adjusted to reflect proportionately the impact of such materially incomplete or inaccurate information or such failure or delay. Charges that are indicated in an Order as being fixed are not subject to an annual percentage escalation for the initial term of such Order. If Xerox provides Services partially or early (for example, prior to the start of the initial term of an Order), Xerox will bill Customer on a pro rata basis, based on a thirty (30) day month, and the terms and conditions of this Agreement will apply.

SVC 1.3 – USE OF SUBCONTRACTORS

Xerox may, when it reasonably deems it appropriate to do so, subcontract any portion of the Services. Xerox shall remain responsible for any Services performed by subcontractors retained by Xerox to the same extent as if such Services were performed by Xerox.

SVC 1.4 – SERVICES SCOPE CHANGES

Except as otherwise set forth in an Order, either party may propose to modify the then-existing Services that are described in an Order, or to add new Services under a Services Contract. If Xerox determines such changes are feasible, Xerox will prepare and propose to Customer an Order incorporating the requested changes and any related impact to the Charges or terms. Once Customer executes and Xerox accepts the Order, Xerox will promptly proceed with the new and/or revised Services in accordance with the terms of the Order and this Agreement.

SVC 1.5 – EARLY TERMINATION OF SERVICES AND LABOR

Except as otherwise set forth in a Services Contract, upon ninety (90) days prior written notice, Customer may terminate or reduce any Services or labor provided pursuant to an Order without incurring early termination charges except as set forth in the next sentence. Notwithstanding the foregoing, if any such Services or labor provided under an Order are terminated (a) by Xerox due to Customer's default or (b) by Customer and Customer acquires similar services from another supplier within six (6) months of the termination of such Services or labor, Customer shall pay all amounts due as of the termination date, together with the early termination charges, for loss of bargain and not as a penalty, stated in the Order or, if not specifically stated therein, an amount equal to the then current MMC for said terminated or reduced Services or labor multiplied by the number of months remaining in the term of the related Order, not to exceed six (6) months.

EQUIPMENT MODULE

EQP 1 – TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT & THIRD PARTY HARDWARE

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to Equipment and Third Party Hardware provided to Customer.

EQP 1.1 – TERM AND DATE OF INSTALLATION

The term for each unit of Equipment shall be the term stated on the applicable Order, with the commencement date based upon the actual Date of Installation. If the Date of Installation for a unit of Equipment is prior to the applicable Order start date, Xerox will bill the Customer for such Equipment on a pro rata basis, based on a thirty (30) day month, and the terms and conditions of this Agreement and the applicable Services Contract will apply as of the Date of Installation.

EQP 1.2 – DELIVERY AND REMOVAL AND SUITABILITY OF CUSTOMER FACILITIES

Xerox will be responsible for all standard delivery charges for Equipment and Third Party Hardware and, for Equipment or Third Party Hardware for which Xerox holds title, standard removal charges. Non-standard delivery or removal charges (including removal prior to the end of the term for any Equipment) will be at Customer's expense. The suitability of Customer Facilities for installation of Equipment or Third Party Hardware, including compliance with state and local building, fire and safety codes and any non-standard state or local installation requirements, is Customer's responsibility.

EQP 1.3 – RESERVED**EQP 1.4 – RESERVED****EQP 1.5 – USE AND RELOCATION**

For any Equipment or Third Party Hardware provided by Xerox, with the exception of Purchased Equipment for which Customer has paid in full, Customer agrees that: (a) the Equipment or Third Party Hardware shall remain personal property; (b) Customer will not attach any of the Equipment or Third Party Hardware as a fixture to any real estate; (c) Customer will not pledge, sublease or part with possession of the Equipment or Third Party Hardware or file or permit to be filed any lien against the Equipment or Third Party Hardware; and (d) Customer will not make any permanent alterations to the Equipment or Third Party Hardware. While Equipment or Third Party Hardware is subject to an Order, Customer must provide Xerox prior written notice of all Equipment or Third Party Hardware relocations and Xerox may arrange to relocate the Equipment or Third Party Hardware at Customer's expense. While Equipment or Third Party Hardware is being relocated, Customer remains responsible for making all payments to Xerox required under the applicable Order. All parts or materials replaced, including as part of an upgrade, will become Xerox's property. Equipment or Third Party Hardware cannot be relocated outside of the U.S. until Customer has paid in full for the Equipment or Third Party Hardware and has received title thereto. Notwithstanding anything to the contrary in the foregoing, to the extent the Equipment contains any Software, any relocation of such Equipment is subject to the terms and conditions set forth in section 32 – Software License, Section 33 – Software Support and Section 34 – Third-Party Software of the General Conditions of the Master Price Agreement.

EQP 1.6 – SUPPLIER EQUIPMENT PROVIDED

In the event Xerox provides Supplier Equipment to Customer, the following terms shall apply unless otherwise specified in an Order:

- a. Unless Supplier Equipment is purchased by Customer, Xerox (or the applicable third party vendor) shall at all times retain title to the Supplier Equipment. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to Equipment and Third Party Hardware. The risk of loss for the Supplier Equipment shall pass to Customer upon delivery to the applicable Customer Facilities. Customer will insure the Supplier Equipment against loss or damage and the policy will name Xerox as loss payee.
- b. Customer agrees to use the Supplier Equipment in accordance with, and to perform, all operator maintenance procedures for the Supplier Equipment described in the applicable Documentation made available or provided by Xerox. The Customer shall not (unless the Supplier Equipment is Purchased Equipment, and then only with Xerox's prior consent):
 - i. sell, charge, let or part with possession of the Supplier Equipment;
 - ii. remove the Supplier Equipment from Customer Facilities in which it is installed; or
 - iii. make any changes or additions to the Supplier Equipment.
- c. Early Termination. Equipment is provided for a minimum order term (as specified in the applicable Order per EQP 1.1 above). If Equipment is terminated for any reason, other than because of a breach by Xerox, before the end of its minimum order term, the termination charges set forth in the applicable Order or Services Contract for such Equipment shall apply.

EQP 1.7 – RESERVED.**EQP 1.8 – RESERVED.****EQP 1.9 – REMOVAL OF HAZARDOUS WASTE**

Customer agrees to take responsibility for legally disposing of all hazardous wastes generated from the use of Third Party Hardware or supplies.

EQUIPMENT PURCHASE MODULE**EP 1 – TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT PURCHASE**

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to the acquisition of Purchased Equipment:

EP 1.1 – ORDER

Orders for an outright purchase of Equipment shall include the unique Xerox-provided contract number and the number of this Agreement on all applicable ordering documents.

EP 1.2 – TITLE

Title to Purchased Equipment will pass to Customer upon delivery to the applicable Customer Facilities.

EP 1.3 – DEFAULT

If Customer defaults under a XOA for Purchased Equipment, Xerox, in addition to its other remedies (including the cessation of Maintenance Services if applicable), may require immediate payment of all amounts then due, plus all Transaction Taxes and applicable interest on all amounts due from the due date until paid. Customer shall also pay all reasonable costs, including attorney's fees, incurred by Xerox to enforce this Agreement.

EP 1.4 – MAINTENANCE SERVICES FOR PURCHASED EQUIPMENT

If Customer elects to receive Maintenance Services for Purchased Equipment, Customer shall do so under a separate Order under the Agreement for such Maintenance Services.

EP 1.5 – AGREEMENT PROVISION EXCLUSIONS

The following Agreement provisions do not apply to Orders for an outright purchase of Equipment. GEN 1.6 b – j; GEN 1.7 a.1; GEN 1.11; EQP 1.6 and Master Price Agreement - General Terms and Conditions sections 3(b)(i) - (ii) and section 28.

MAINTENANCE SERVICES MODULE**MS 1 – TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES**

In addition to the terms and conditions in the General (GEN) Module, and except as otherwise set forth in an Order, the following terms and conditions apply to provision of Maintenance Services.

MS 1.1 – MAINTENANCE SERVICES

As part of an Order for (a) stand-alone Maintenance Services related to Purchased Equipment, or (b) Maintenance Services related to Equipment to which Xerox does not hold title, or as a mandatory part of an Order for Equipment (other than Purchased Equipment) that includes Maintenance Services, Xerox or a designated service provider will provide the following Maintenance Services for Equipment. If Customer is acquiring Equipment for which Xerox does not offer Maintenance Services, such Equipment will be designated as "No Svc." This Module does not apply to maintenance of Third Party Hardware. Maintenance that Xerox provides on Third Party Hardware will be provided in accordance with the terms of the applicable Order.

The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (i) utilizing Customer-implemented remedies provided by Xerox; (ii) replacing Cartridges; and (iii) providing information to and implementing recommendations provided by Xerox telephone support personnel in those instances where Xerox is not providing on-site Equipment support personnel. If an Equipment issue is not resolved after completion of (i) through (iii) above, Xerox will provide on-site support as provided in the applicable Order.

MS 1.2 – REPAIRS AND PARTS

a. Xerox will make repairs and adjustments necessary to keep the Equipment in good working order and operating in accordance with its written specifications (including such repairs or adjustments required during initial installation). Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship. Parts required for repair may be new, reconditioned, reprocessed or recovered.

b. If Xerox is providing Maintenance Services for Equipment that uses Cartridges, Customer will use only unmodified Cartridges purchased directly from Xerox or its authorized resellers. Failure to use such Cartridges will void any warranty applicable to such Equipment. Cartridges packed with Equipment or furnished by Xerox as Consumable Supplies will meet Xerox's new Cartridge performance standards and may be new, remanufactured or reprocessed and contain new and/or reprocessed components. To enhance print quality, Cartridges for many models of Equipment have been designed to cease functioning at a predetermined point. Many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

MS 1.3 – HOURS AND EXCLUSIONS

Unless otherwise set forth in an Order, Maintenance Services will be provided in areas accessible for repair services during Xerox's standard working hours. Maintenance Services excludes repairs due to: (a) misuse, neglect or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (c) use of options, accessories, or other products not serviced by Xerox; (d) non-Xerox alterations, relocation, service or supplies; and (e) failure to perform operator maintenance procedures identified in operator manuals. Customer agrees to furnish all referenced parts, tools, and supplies needed to perform those procedures that are described in the applicable manuals and instructions.

MS 1.4 – INSTALLATION SITE AND METER READINGS

In order to receive Maintenance Services for Equipment requiring connection to a PC or workstation, Customer must utilize a PC or workstation that either (a) has been provided by Xerox or (b) meets Xerox's published specifications. The Equipment installation site must conform to Xerox's published requirements. If applicable, unless otherwise set forth in an Order, Customer

agrees to provide meter readings in the manner prescribed by Xerox. If Customer does not provide Xerox with meter readings as required, for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate them and bill Customer accordingly.

MS 1.5– REMEDY

If Xerox is unable to maintain the Equipment as described above, Xerox will, as Customer's exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical product or, at Xerox's option, another model with comparable features and capabilities. If replacement Equipment is provided pursuant to this Section, there shall be no additional charge for its provision by Xerox during the initial term of the Order and it shall be subject to the terms and conditions of this Agreement and the applicable Order(s). Customer's use of non-Xerox approved consumables that affect the performance of the Equipment may invalidate this remedy.

MS 1.6– END OF SERVICE

Xerox has no obligation to maintain or replace Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particular Equipment model. An EOS Equipment List is available upon request.

SOFTWARE LICENSE MODULE - RESERVED

ARTICLE VI - MANAGED SERVICES AGREEMENT

THIS MANAGED SERVICES AGREEMENT NO. << Enter 7 Digit Contract Number >>> is between Xerox Corporation ("**Xerox**"), a New York corporation with offices at 201 Merritt 7, Norwalk, CT 06871-1056 and << Enter Customer's Legal Name >>> ("**Customer**") an organization with offices at . << Enter Customer's Address >>>.

Products and Services acquired hereunder are acquired under the auspices of the Midwest Higher Education Compact (MHEC) Contract MHEC-05012018 between The Midwest Higher Education Compact (MHEC) and Xerox Corporation, Therefore, the terms and conditions of the Midwest Higher Education Compact Contract are incorporated by reference into this Agreement. Any conflict between the terms and conditions of the Midwest Higher Education Compact Contract and this Agreement will be resolved in favor of this Agreement.

1. **SCOPE AND DEFINITIONS.** The acquisition of Offerings, as defined below, by Customer to be provided to Customer's and its Eligible Subsidiaries' United States locations hereunder, is subject to the prices and terms and conditions set forth herein and each Managed Services Order ("MSO") and Statement of Work ("SOW") that references this MSA.

a. "Services" are collectively managed services (e.g. copy center and mailroom services), consultative services and/or Xerox Quoted Offerings. "Xerox Quoted Offerings" may be any combination of professional services provided hereunder, including, but not limited to, assessment, office document, network, integration, implementation, help desk, and asset management services. Services may also include (i) Xerox-brand equipment ("Equipment") and Xerox-brand software including without limitation Base and Application Software (collectively "Software"); (ii) third party hardware ("Third Party Hardware") and/or third party software ("Third Party Software") (collectively, "Third Party Products"); and/or (iii) Maintenance Services, as set forth herein, for Equipment and/or equipment maintenance for Third Party Hardware. "Deliverables" include, but are not limited to, Products, Output of Services, Assessments and Documentation. As used herein, (i) "Products" refers collectively to supplies, maintenance, Equipment, Software and Third Party Products hereunder; (ii) "Output of Services" constitute electronic images created by scanning tangible documents containing Customer Content, and all reports and other materials, created by Xerox specific to and for Customer per the applicable Order, but shall not include Third Party Software or Xerox Intellectual Property; (iii) "Customer Content" consists of documents, materials and information provided in hard copy or electronic format by Customer to Xerox containing information of Customer and/or Customer's clients that must be disclosed to Xerox to enable the performance of Services hereunder; (iv) "Assessments" are assessment and recommendation reports created as a result of Xerox performance of assessment services; and, (v) "Documentation" shall mean all manuals, brochures, specifications, information and software descriptions, in electronic, printed, and/or camera-ready form, and related materials customarily provided by Xerox for use as part of the Offerings.

b. "Staffing and Management Services" are the personnel provided hereunder by Xerox to perform and/or manage Services.

c. Services, Staffing and Management Services and Products are referred to collectively as "Offerings". Xerox's standard back-office administrative and contract support functions performed by Xerox and/or its Affiliates, such as billing, contract management and order processing, are not Offerings, but are included in the pricing provided for Offerings hereunder.

2. TERM.

a. This MSA shall commence on the date it is accepted by Xerox and shall end when either party exercises its right to terminate this MSA upon not less than ninety (90) days prior written notice to the other party. In the event either party elects to terminate this MSA, each Order hereunder shall remain in full force and effect until the end of its term (including any renewals or extensions thereto), or it is terminated and shall at all times be governed by the terms and conditions of this MSA as if it were still in effect.

b. The term of each Offering, unless otherwise stated in the applicable Order, shall commence upon the installation date of each Product or commencement of each Service or Staffing and Management Service, as applicable, and shall continue for the term stated. If an Offering is terminated, the term of any remaining Offerings shall continue unaltered.

c. Except as otherwise set forth in a SOW, unless either party provides notice at least thirty (30) days before the end of the term of an Offering hereunder of its intention not to renew, and subject to the terms of the applicable Order, it will continue on a month-to-month basis at the same price and on the same terms and conditions and, during said continuation period, either party may terminate the continued Offering on at least thirty (30) days notice. Notwithstanding the foregoing, Xerox shall notify Customer at least thirty (30) days prior to the expiration of each Equipment maintenance Order. Said Order will automatically renew at Xerox's then-current pricing for a term equal to the initial term unless either party provides written cancellation notice prior to expiration.

3. RESERVED.

4. CUSTOMER ASSETS, EQUIPMENT AND SOFTWARE.

a. During the term of an Order, Customer shall permit Xerox and its agents to use or access, and shall grant or transfer sufficient rights to enable Xerox and its agents to use or access, all hardware, software and/or work space owned, leased, rented, licensed and/or controlled by Customer, and any services utilized by Customer (collectively "Customer Assets"), and Customer Content, that Xerox needs to use or access to enable Xerox to perform any of the Services. Xerox will use Customer Assets and Customer Content only for the purpose of fulfilling its duties under this Agreement. Customer is solely responsible for backing up its Customer Content and Xerox shall not be responsible for Customer's failure to do so. Customer shall acquire and/or continue, at Customer's sole expense, maintenance and repair service contracts for all Customer Assets that Customer permits Xerox to use or access hereunder. Customer shall inform its service providers of Xerox's authority to request maintenance and repair services and shall direct them to respond to Xerox's requests for the same.

b. If Customer revises or removes Products and Xerox advises Customer that the remaining Products are not sufficient to enable Xerox to provide Services, Xerox shall have no liability for the failure to provide such Services. Customer will legally dispose of all hazardous wastes generated from use of Third Party Hardware and associated supplies.

c. Title to Equipment and Third Party Hardware acquired through any MSO or MSO-related Customer purchase order shall remain with Xerox until Customer purchases same and, until such Equipment or Third Party Hardware is purchased by Customer, Customer agrees that: (i) it shall remain personal property; (ii) Customer will not attach it as a fixture to any real estate; (iii) Customer will not pledge, sub-lease or part with possession of it or file or permit to be filed any lien against it; (iv) Customer will not make any permanent alterations to it; and, (v) all relocations of it must be arranged (or approved in advance) by Xerox. Customer is not entitled to purchase any Equipment or Third Party Hardware provided under any SOW except as set forth therein. While Equipment and Third Party Hardware is being relocated, Customer remains responsible to make all payments required under the applicable Order to Xerox. Neither Equipment nor Third Party Hardware can be relocated outside of the United States, its territories or possessions until Customer has paid in full for it and has received title thereto. If Customer acquires title to Equipment or Third Party Hardware, Customer must comply with all applicable laws and regulations regarding the export of any commodity, technology and/or software. The risk of loss for Equipment and Third Party Hardware shall pass to Customer upon delivery. Unless otherwise agreed to by the parties in a SOW, Customer agrees to use Equipment and Third Party Hardware in accordance with, and to perform all operator maintenance procedures for it set forth in, the applicable product manuals therefor. All parts/materials replaced, including as part of an upgrade, will become Xerox's property. Products that become no longer generally commercially available may be withdrawn from future order-taking by Xerox. Xerox may add Products to this Agreement for order-taking. Customer represents that Products are being ordered for Customer's own business use (rather than resale) and that they will not be used for personal, household or family purposes.

d. Customer hereby authorizes Xerox or its agents to file, by any permissible means, financing statements necessary to protect Xerox's rights in the Equipment or Third Party Hardware. Xerox, on Customer's behalf and at Customer's expense, may take any action required to be taken by Customer that Customer fails to take under an Order for Equipment or Third Party Hardware.

5. SERVICES AND THIRD PARTY PRODUCT GUARANTEE / WARRANTY / WARRANTY LIMITATIONS, AND WARRANTY DISCLAIMER/ WAIVER.

a. **SERVICES GUARANTEE.** Xerox will provide the Services set forth in each Order and if the Services do not meet the service levels set forth therein during its term, Customer agrees to notify Xerox in writing detailing its concerns in that regard. No later than ten (10) days following Xerox's receipt of said notice, Xerox and Customer agree to meet, clarify the Customer's concern(s) and begin to develop a corrective action plan ("Plan") to remedy such alleged non-compliance. As Customer's exclusive remedy for Xerox's non-compliance, Xerox, within sixty (60) days of finalizing the Plan or a time period as otherwise agreed to in writing by the parties, will then either modify such Services so they are compliant with such SOW or re-do the work at no additional charge.

b. **SERVICES WARRANTY.** Xerox represents and warrants to Customer that the Services will be performed in a skillful and workmanlike manner by Xerox personnel with appropriate training, experience, and skills; provided however, in no event will Xerox be responsible for any failure to perform Services if the failure is caused by: (i) Customer Assets, Customer Content, or services, maintenance, design implementation, supplies or data streams provided by Customer, Customer's agent or service provider to Xerox for use hereunder, (ii) Customer's failure to contract for the minimum types and quantities of Products required by Xerox to perform the Services, or (iii) Customer's failure to provide Xerox access to Customer's personnel and systems or to transfer to Xerox sufficient rights to use, access and/or modify Customer Assets constituting hardware and software, including software owned or licensed by Customer, and/or Customer Content as necessary for the provision of Services.

c. **WARRANTY DISCLAIMER AND WAIVER FOR SERVICES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION FOR SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THEREFOR AND XEROX DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES FOR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

d. FOR THIRD PARTY PRODUCTS SELECTED SOLELY BY XEROX FOR AN ORDER, XEROX WARRANTS THEY WILL OPERATE SUBSTANTIALLY IN CONFORMANCE WITH APPLICABLE SERVICE LEVELS IN THE SOW. IF, WITHIN A REASONABLE TIME AFTER PROVISION OF SUCH THIRD PARTY PRODUCTS, SUCH SERVICE LEVELS CANNOT BE BROUGHT INTO SUBSTANTIAL CONFORMANCE WITH THOSE IN THE SOW AND SUCH NON-CONFORMANCE IS A RESULT OF XEROX'S USE OF SUCH THIRD PARTY PRODUCTS, CUSTOMER'S EXCLUSIVE REMEDY FOR THE FOREGOING WARRANTY IS TO RECEIVE A REFUND OF ANY FEES PAID FOR THE NON-CONFORMING THIRD PARTY PRODUCTS UPON THE RETURN THEREOF TO XEROX. XEROX DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AS WELL AS FOR MAINTENANCE THEREOF, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AS WELL AS ANY OTHER WARRANTY PERTAINING OR RELATING TO DESIGN, PERFORMANCE, FUNCTIONALITY, OR COMPATIBILITY THEREOF WITH CUSTOMER'S SYSTEMS. XEROX WILL PASS THROUGH TO CUSTOMER ANY WARRANTIES PROVIDED TO IT BY THE MANUFACTURER OR LICENSOR OF THIRD PARTY PRODUCTS TO THE EXTENT PERMISSIBLE. XEROX DISCLAIMS, AND CUSTOMER WAIVES, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, FOR THIRD PARTY PRODUCTS NOT SELECTED SOLELY BY XEROX.

e. THE WARRANTIES AND GUARANTEES SET FORTH IN THIS SECTION OF THE MSA ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SERVICES AND DELIVERABLES FOR THEIR INTENDED PURPOSE IN THE SYSTEMS ENVIRONMENT FOR WHICH THEY WERE ORIGINALLY DESIGNED AND SHALL NOT APPLY TO SERVICES OR DELIVERABLES WHICH HAVE BEEN SUBJECT TO MISUSE, ACCIDENT, ALTERATION OR MODIFICATION BY CUSTOMER OR ANY THIRD PARTY (EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY XEROX.)

6. PRICING.

a. Pricing shall be as set forth in an Order. Any pricing exhibit ("Pricing Exhibit") attached hereto or to an Order shall contain the ten (10) digit contract number ("Contract Number"), term, amount of each monthly charge ("Monthly Minimum Charge" or "MMC") and Print Charges applicable to Equipment ordered hereunder. The MMC, along with any additional Print Charges, covers Customer's monthly cost for the Offerings. The MMC may also include, but not be limited to, lease buyout funds or monthly equipment component amounts from previous contracts, amounts being financed or refinanced, analyst services and/or customer training services. One-time items ("One-Time Items") are billed separately from the MMC.

b. Pricing for fixed Equipment price plans set forth on a Pricing Exhibit will not increase during the order-taking term indicated on said Exhibit and will remain fixed during the initial term of the Product ordered. Fixed pricing for other Offerings, as agreed to in an Order, will not increase during the initial term of the applicable Offering. Except for said fixed Equipment price plans or fixed pricing agreed to in an Order, Xerox may adjust prices in the twelfth (12th) month of the term of an individual Offering, and no more often than annually thereafter.

c. Pricing set forth in an Order for Services is based upon shared information believed to be complete and accurate. If such information should prove to be incomplete or inaccurate in any material respect, or Customer requests any changes or additions to an Order, the parties will negotiate in good faith to make appropriate adjustments to the Order (including pricing).

d. If Xerox provides or installs Offerings partially and/or early, Xerox will bill Customer on a pro-rata basis, based on a thirty (30) day billing month, and the terms and conditions of this MSA will apply. Services requested outside of Customer's standard working hours will be billed at Xerox's then prevailing overtime rates.

e. Equipment prices include standard delivery charges for all Equipment and, for Equipment and Third Party Hardware to which Xerox retains ownership, standard removal charges. Customer will be responsible for any non-standard delivery and removal charges.

7. TERMINATION AND DEFAULT.

a. Equipment, Software and / or Third Party Products are excluded from the definition of "Services" for the purposes of subsection b. of this Section titled "TERMINATION AND DEFAULT" and their early termination is governed by the provisions in subsection c.

b. Except as otherwise set forth in a SOW, upon ninety (90) days prior written notice to Xerox, Customer may terminate or reduce any Services or Staffing & Management Services without incurring Early Termination Charges ("ETCs"). Notwithstanding the foregoing sentence, if any Services or Staffing & Management Services are terminated or reduced: (i) by Xerox due to Customer's default; or (ii) by Customer, and Customer acquires Services or Staffing and Management Services from another supplier within six (6) months of the termination of such Services or Staffing & Management Services, then Customer agrees to pay all amounts due Xerox as of the termination date, together with liquidated damages, for loss of bargain and not as a penalty (in the form of ETCs), equal to the then current MMC for said terminated or reduced Services or Staffing & Management Services multiplied by the number of months remaining in their term, not to exceed six (6) months.

c. Prior to the expiration of the term of Equipment, Software and/or Third Party Products in and as proscribed by the applicable Order, if: (i) Customer terminates Equipment, Software and/or Third Party Products, (ii) Customer requires that a unit of Equipment or Third Party Hardware be replaced (e.g., traded-in), or (iii) Xerox terminates Equipment, Software and/or Third Party Products due to Customer's default, Xerox, in addition to its other remedies (including the cessation of Maintenance Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (A) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one half percent (1.5%) per month (not to exceed the maximum amount permitted by law); (B) the remaining MMCs in the term of the Equipment, Software and/or Third Party Products less any unearned finance, maintenance, and supply charges; (C) for Equipment and Third Party Hardware, a reasonable disengagement fee calculated by Xerox that will not exceed fifteen percent (15%) of the amount in (B) above (said amount is available from Xerox upon request); and, (D) all applicable Taxes. In addition to paying the amounts required in the preceding sentence if Customer defaults, Customer shall either make the subject Equipment, Software and/or Third Party Products available for removal by Xerox when requested to do so by Xerox and, at the time of removal, such Equipment, Software and/or Third Party Products will be in the same condition as when delivered, reasonable wear and tear excepted, or, for Equipment or Third Party Hardware, purchase the subject Equipment or Third Party Hardware "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Fair Market Value ("FMV") of the Equipment or Third Party Hardware at the conclusion of its term and all applicable Taxes.

8. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Each party represents that, as of the date of this MSA, it has the lawful power and authority to enter into this MSA, the individuals signing this MSA or an Order are duly authorized to do so on its behalf and, by entering into this MSA, it will not violate any law or other agreement to which it is a party. In addition, Customer is not aware of anything that will have a material negative effect on its ability to satisfy Customer's payment obligations under this MSA and all financial information Customer has provided, or will provide, to Xerox is true and accurate and provides a good representation of Customer's financial condition. Each party agrees it will promptly notify the other party in writing of a change in ownership, if it relocates its principal place of business or changes the name of its business.

FOR ANY EQUIPMENT AND/OR SOFTWARE ORDERED BY CUSTOMER, OR SUPPLIED AS PART OF ANY SERVICES HEREUNDER, SECTIONS 9. THROUGH 10. SHALL APPLY IN ADDITION TO SECTIONS 1 THROUGH 7.

9. **VOLUME REVIEW.** At Customer's request, the parties may meet annually to review the volume of prints for Equipment for the previous twelve (12) months under one or more Orders based on reporting provided by Xerox. Based on said review, the parties may mutually agree to revise the Prints Included in Minimum and the associated MMC in said Order(s).

10. EARLY TERMINATION.

a. If Equipment has been replaced by Xerox under the "Equipment Replacement" provision of the Section titled "MAINTENANCE SERVICES" of the Midwestern Higher Education Compact Contract and Xerox is unable to maintain the replacement Equipment, then Customer may terminate said unit of Equipment and other than payment of the amounts due and owing through the date the terminated Equipment is returned to Xerox, Customer shall have no further financial obligations for said terminated Equipment.

b. If a significant business downturn causes the Customer to close its business and liquidate its assets due to Customer's bankruptcy or an assignment of its business to creditors is made, Customer may terminate one or more units of Equipment and, other than payment of the amounts due and owing through the date the terminated Equipment is returned to Xerox, Customer shall have no further financial obligations for said terminated Equipment if it is returned to Xerox in the same condition as when delivered, reasonable wear and tear excepted.

ARTICLE VII –Sample - Statement of Work – Xerox Workflow Automation Services

(SOW included in this section are “Sample” only. Actual SOW will vary dependent on the actual/specific services being offered)

This Statement of Work (“SOW”) for Xerox® Workflow Automation Services is made by and between Xerox Corporation (“Xerox”) and <<insert Customer name>> (“Customer”, and together with Xerox, the “Parties”), pursuant to the terms and conditions of the <<insert name of Agreement>> between the Parties.

Name of WFA OnBase® Solution for: XXXXXXXX

1. DEFINITIONS - Terms used herein shall have the meaning set forth below. Additional definitions applicable to the Services are set forth in Attachment B-1.

1. **Business Requirements** - A statement of required capabilities for the system from the business point of view. E.g. “The system will generate productivity reports”.
2. **Capabilities** - The functionalities available in an MFD or printer Device (e.g. scanning, copying, faxing, etc.) that are enabled and included in the Pricing under this SOW.
3. **E-Forms** – Electronic forms.
4. **End Users** - Customer’s employees or nominated agents at Sites who utilize the Services defined in this SOW.
5. **EULA (“End User License Agreement”)** - the terms and conditions under which the Licensed Software is provided by Hyland Software Inc. to Customer which is available by download from www.onbase.com/community. A sample EULA is attached hereto as Attachment C.
6. **Functional Specification** - A statement of capability for the system from the systems point of view. E.g. “When the user enters the Sales Order Number, the number will be verified and the following elements added to the document Metadata from the Oracle System: Order Date, Customer Number, Customer Name, and Customer PO Number.”
7. **Go-Live** – At the completion of the Deployment Phase and upon acceptance by Customer, the WFA OnBase® Solution will be deemed to be operational. Software Maintenance Support Services per Attachment E and Business Process Support per section 4.1.2 of Attachment B will commence at Go-Live.
8. **Hyland** – Hyland Software Inc., creator, and licensor of OnBase®.
9. **In-Scope** – The range of materials, activities, business processes, Professional Services, and Sites that are included in the range of work to be accomplished under this SOW.
10. **Implementation** – The requirements gathering/definition, software installation, configuration, activation of the Licensed Software, testing, training, and other Professional Services as further set forth herein.
11. **Kickoff Meeting** - The initial meeting of Customer and Xerox project management teams to set responsibilities, activities, schedules, deliverables, and communications for that Phase of the project.
12. **Licensed Software (or “OnBase® Software”)** - The software identified on Attachment B-1, if any, that Xerox, or its licensor(s) is licensing to Customer as part of the Services.
13. **Business Process Support Services** – The ongoing support services to be provided after Go-Live for the business processes portion of the WFA OnBase® Solution as set forth in Attachment B.
14. **MFP – (Multifunctional Peripheral)** - A Device that includes various Capabilities, including, but not limited to copying, printing, faxing, and scanning.
15. **Normal Working Hours/Days** - The hours during which Xerox will perform the Services, which are Monday through Friday, 8 AM to 5 PM, local Site time, excluding Customer holidays.
16. **OnBase® Software Client** – A windows-based application, optimized for maximum efficiency and speed when working with and processing high volumes of documents on the same high-speed network as

the OnBase® infrastructure.

17. **Phase** – A distinct period or stage within a Professional Services WFA OnBase® projects. The WFA OnBase® Solution may have up to three (3) Phases: Discovery, Development, and Deployment.

18. **Professional Services** – The solution implementation services (may include, but not be limited to consulting, software installation, configuration, testing, documentation, and training) provided by Xerox related to the WFA OnBase® Solution as set forth in Attachment B.

19. **Software Maintenance Support Services** – The maintenance and support services for the Licensed Software to be provided after Go Live.

20. **Software Maintenance Support Addendum** - The additional terms and conditions under which Xerox will provide Software Maintenance Support Services attached hereto as Attachment E.

21. **SOW Effective Date** – MM-DD-YYYY

22. **SOW Services (or “Services”)** – All In-Scope services as expressly set forth in this SOW and Attachment B.

23. **Site (or “On-Site”)** – Customer or Eligible Subsidiary location where Services are performed and/or Licensed Software is installed under this SOW.

24. **User Acceptance Testing (“UAT”)** - The process of validating the correct implementation of Business Requirements by executing testing scripts based on the Business Requirements gathered during Discovery.

25. **User Training** – Training activity utilizing training material to instruct the End Users on how to utilize the WFA OnBase® Solution.

26. **Workflow Automation OnBase® Solution or WFA OnBase® Solution** - the workflow automation solution developed by Xerox in accordance with the scope of this SOW including software and business processes based on Customer’s Business Requirements and Functional Specifications using the Licensed Software.

27. **Xerox® MFP Connector (or “Connector”)** – A software connector for OnBase® software that links an MFP to the Hyland OnBase® system. The Connector is provided pursuant to the terms of a click wrap end user license agreement.

1. **SERVICES DESCRIPTION** - Xerox will perform the SOW Services in accordance with the terms of the Agreement and this SOW. Any changes to this SOW, including Attachment B, shall require the written consent of both Parties.

Customer Acknowledgement: Customer acknowledges and agrees that: (i) Xerox shall have local and/or remote access to the network and server(s) where the Licensed Software is installed for purposes of providing the SOW Services under this SOW; and (ii) the Licensed Software may be configured to provide reports to Xerox via email or other communication means for purposes of providing the SOW Services. The SOW Services and Licensed Software are delivered electronically unless otherwise stated in this SOW.

2. **TERM** - This SOW shall commence upon the SOW Effective Date and shall continue for a period of thirty-six (36) months following Go-Live (“Initial Term”). The Maintenance and Support Services will be provided for the Initial Term and billed annually from the Go-Live date.

1. Either Party may terminate the Maintenance and Support Services within ninety (90) days prior to the anniversary date of Go-Live for perpetual Licenses only.

2. Effect of Termination: Upon termination or expiration of this SOW, all rights to use the Licensed Software shall continue in accordance with the terms of the EULA. Customer shall pay to Xerox all amounts due and owing for any Services provided by Xerox prior to the notification of Termination to Xerox.

3. **CHARGES** - Total Charges for the SOW Services consist of the Charges as set forth in in Attachment A, and are exclusive of all applicable Transaction Taxes. When the deliverables for each Phase have been completed by Xerox according to the requirements documented in this SOW, the Customer will acknowledge Phase completion in accordance with Attachment B, enabling Phase billing as defined in this SOW.

In a perpetual License structure, Customer’s failure to pay annual Maintenance and Support Charges when billed will result in cancellation of Maintenance and Support. Support can be reestablished through a support reestablishment Charge of fifty percent (50%) of the annual Maintenance and Support, plus all Maintenance and Support Charges outstanding within a new signed Order agreement.

4. **CHANGES** - To the extent that the Parties wish to add or make modifications to this SOW after the SOW Effective

Date, including without limitation modifications to the SOW Services, the addition of Professional Services, the addition of new Sites at which SOW Services will be performed, and changes to the pricing resulting from any of the foregoing, all such changes will be documented in a signed Order or as mutually acceptable in-writing signed by both Parties.

5. ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO SOW SERVICES -

1. **Delays:** The Charges provided in Attachment A and SOW Services described in Attachment B do not include any delays incurred due to the unavailability of Customer, Customer vendors, or other non-Xerox individuals whose participation in the SOW Services is critical, or delays by Customer in providing information needed. Delays that prevent Xerox from continuing work may result in the SOW Services being put on hold by Xerox. SOW Services that have been put on hold will need to be rescheduled based on the availability of Xerox resources and may be subject to increased Charges to Customer. Notwithstanding the foregoing, if the Customer's team ceases to interact with Xerox for a period of more than four (4) weeks, the project will be deemed to be concluded, and final billing will be submitted.
2. **MAINTENANCE:** Maintenance and Support Services during the first twelve (12) months following the completion of Go-Live are required and provided during the Term per Section 3 above. Software Maintenance Support Services will be provided pursuant to the Software Maintenance Support Addendum.
3. **Licensed Software:** Customer acknowledges and agrees that Xerox cannot provide the Services until Customer has executed the EULA and received counter-signature or acceptance from Hyland. Customer agrees to execute the EULA within _____ days after the SOW Effective Date.

6. LIST OF ATTACHMENTS -

Attachment A	Charges for SOW Services and Licensed Software
Attachment A-1	Install Locations
Attachment B	Description of Services
Attachment B-1	Additional Terms and Conditions Applicable to the Services
Attachment C	Hyland EULA
Attachment D	Acceptance Form (SAMPLE)
Attachment E	Software Maintenance Support Addendum
Attachment F	Hyland OnBase® Connector

The terms and conditions of this SOW apply only to the provision of the SOW Services and do not affect, amend, or modify any of the provision of Services under any other Order under the Agreement. In particular, in the event of any failure by Xerox to perform under this SOW, such failure shall not be considered a failure or breach under any other Order under the Agreement.

SAMPLE - Xerox® DocuShare® Private Cloud Services Statement of Work

1. DEFINITIONS: Terms defined within the Agreement and used herein shall have the meaning set forth therein unless expressly set forth otherwise below:

- Cloud User** means a single authorized individual End User who has access rights to the Service.
- Customer** includes Customer Affiliates and End Users.
- Customer Hosted Site** means the hosted site provided by the Service for Customer to receive the Service
- Customer Data** shall mean any data, information, or other materials of any nature whatsoever, provided to Xerox by Customer in the course of implementing and/or using the Services.
- Electronic Communications** shall mean any transfer of signs, signals, text, images, sounds, or data of any nature transmitted in whole or part electronically.
- End User** shall mean Customer's employees, consultants, service providers or any third party clients authorized to use the Service.
- Software** means DocuShare software program provided in a hosted format accessed through a web portal, the corresponding Documentation, in printed materials and/or online electronic form used to provide the Service. The Software is for business use only and not for personal, household, family or any other unlawful purposes.
- Term** means the Initial Term and any Renewal Term as defined in Section 5 of this SOW.
- Update** shall mean any corrections, minor improvements, minor additions, and minor substitutions to the Software that are designated as Updates by Xerox, in its sole discretion. Updates may be identified by a change in the numerals on the right side of the decimal point of the Software version number.
- Upgrade** shall mean any modifications, additions, and substitutions to the Software that result in substantial performance, structural, or functional improvements or additions, and are designated as Upgrades by Xerox. Upgrades may be identified by a change in the numerals on the left side of the decimal point of the Software version number.
- Professional Services** means the services provided by Xerox to define the Customer's needs and objectives in enabling a Xerox® Content Management Services solution as set forth in **Exhibit B** attached hereto.

2. SERVICE: Xerox will provide Customer with a hosted instance of the Software and any Updates and patches that augment or enhance the current business application (the "**Service**"). Xerox shall host the Service and may update the content, functionality, and user interface of the Service from time to time, in its sole discretion during the Term and in accordance with this SOW. Additionally, if required, Xerox will provide the Professional Services identified in **Exhibit B**.

3. LICENSE GRANT: Subject to the terms and conditions of this SOW, Xerox grants Customer during the Term of this SOW the non-exclusive, non-transferable, and terminable license to use and access the Service and to display content solely for Customer's business operations, provided such operations shall not include service bureau use, outsourcing, renting, or time-sharing the Service. Customer acknowledges and agrees that the license granted herein is not a concurrent user license and that the rights granted to Customer are provided to Customer on the condition that Customer does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Software or any part thereof or otherwise attempt to discover any source code, modify the Software in any manner or form, or use unauthorized modified versions of the Software or Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Services. Customer is expressly prohibited from sublicensing use of the Service to any third parties. Customer acknowledges and agrees that Xerox shall own all rights, title, and interest in and to all intellectual property rights in the Service. Except as provided in this SOW, the license granted to Customer does not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Any rights not expressly granted herein are reserved by Xerox.

4. LICENSE FROM CUSTOMER: Subject to the terms and conditions of this SOW, Customer grants Xerox the non-exclusive, worldwide, royalty-free, transferable license during the Term to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display and otherwise use the Customer Data as necessary to render the Service to Customer under this SOW. Customer grants Xerox a worldwide non-exclusive, nontransferable, non-assignable right to use the Customer's trademarks in connection with the Service set forth in this SOW.

5. TERM, CHARGES, AND PAYMENT:

5.1 Charges: Charges for this SOW are set forth in the Order associated with this SOW. Charges include Fees for Professional Services, provisioning of the Service and number of CLOUD USER in accordance with the configuration set forth in **Exhibit A**.

5.2 Changes. All changes to this SOW, including, without limitation, will be made through a signed Order, prior to implementation of such changes.

5.3 Term. The initial term of this SOW is a minimum of thirty-six (36) months after the date of installation ("**Initial Term**"). Unless Customer provides notice in writing at least thirty (30) days before the end of the term of the Order associated with this SOW of its intention not to renew, the Order will renew automatically on a month-to-month basis on the same terms.

5.4 Termination: Upon ninety (90) days' prior written notice to the other Party, either Party may terminate the Services. If Customer terminates the Services, then Customer agrees to pay to Xerox, in addition to other amounts due and owing under the Agreement, (i) an amount equal to the remaining principal balance of any Professional Services and implementation fees together with a fifteen percent (15%) disengagement fee, for loss of bargain and not as a penalty as set forth in the Agreement and (ii) an amount equal to the then current Monthly Charge for CLOUD USER multiplied by the number of months remaining in the Term, not to exceed six (6) months. Upon termination, Customer's rights to use the Services cease.

5.5 Payment. Xerox will begin invoicing Customer upon provisioning of the Services, i.e., when Xerox determines that the Services are ready for use by the Customer. After the Initial Term, Xerox reserves the right to change the amount of the fee for the Services to the then-current list prices generally applicable to other customers. Invoices are payable in accordance with the payment provisions of the Agreement.

6. TERMS OF SERVICE: Customer acknowledges and agrees that Customer's use of the Services is subject to the following terms of service. In addition, Customer agrees that unless explicitly stated otherwise, any new features that augment or enhance the Services will be subject to this SOW.

6.1. Accuracy Of Customer's Registration Information. Customer agrees to provide accurate, current, and complete information ("**Registration Data**") about Customer as prompted by the registration form attached hereto as **Exhibit E**, which Customer will fill out in order to gain access to the Service. Customer further agrees to use commercially reasonable efforts to notify Xerox with any updates to the Registration Data to keep it accurate, current and complete. Customer acknowledges and agrees that if Customer provides Information that is intentionally inaccurate, not current, or incomplete in a material way, or Xerox has reasonable grounds to believe that such information is untrue, inaccurate, not current, or complete in a material way, Xerox has the right to terminate this SOW for Customer's material breach.

6.2 Xerox Terms and Conditions of Use. Customer acknowledges that End Users accessing the Service will be subject to the Xerox Terms and Conditions of Use. A copy of the Xerox Terms and Conditions of Use is attached hereto as **Exhibit F**.

6.3. Email and Notices. Customer agrees to provide Xerox with Customer's e-mail address, to promptly provide Xerox with any changes to Customer's e-mail address, and to accept e-mails (or other Electronic Communications) from Xerox at the e-mail address Customer specifies in the Registration Data. Customer further agrees that Xerox may provide any and all notices, statements, and other communications to Customer through either e-mail, or by mail or express delivery service. Notices for this SOW shall be sent to the following:

If to Xerox:	If to Customer:
Xerox Content Management	
3333 Coyote Hill Road	
Palo Alto, CA 94304	
Attention: Contracts Manager	Attention:
Telephone:	Telephone:
Facsimile:	Facsimile:

Email:	Email:
With a copy to: Xerox Corporation 45 Glover Avenue Norwalk, CT 06856 Attention: Office of General Counsel Telephone: Facsimile:	With a copy to: Attention: Telephone: Facsimile:

6.4 Passwords, Access, and Notification. Customer may designate up to the number of End Users under Customer's account, which corresponds to the number of Cloud User purchased by Customer, and Customer may provide and assign unique passwords and user names to each authorized End User for each Cloud User purchased. Customer acknowledges and agrees that Customer is prohibited from sharing passwords and/or End User names with unauthorized users and that Customer will be responsible for the confidentiality and use of Customer's (including its employees') passwords and user names. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account. Xerox will act as though any Electronic Communications it receives under Customer's passwords, user name, and/or account number will have been sent by Customer. Customer agrees to notify Xerox immediately if Customer becomes aware of any loss, theft, or unauthorized use of any of Customer's passwords, user names, and/or account number.

6.5 Third-Party Software. Customer agrees to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by Xerox. Until notified otherwise by Xerox, Customer agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by Xerox and to follow logon procedures for services that support such protocols. Customer acknowledges that Xerox is not responsible for notifying Customer of any Upgrades, Updates, fixes or enhancements to any such third party software or for any compromise of data transmitted across computer networks not owned or operated by Xerox or telecommunications facilities, including, but not limited to, the Internet.

6.6 Transmission of Data and Data Protection. Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to Customer's use of the Service. Customer expressly consents to Xerox's interception and storage of Electronic Communications and/or Customer Data, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Xerox. Customer acknowledges and understands that changes to Customers Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Customer further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the internet, network communications facilities, telephone, or other electronic means. Customer agrees that Xerox is not responsible for any Electronic Communications and/or Customer Data, which are lost, altered, intercepted, or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by Xerox. To the extent that either Party processes any personal data under this SOW on behalf of the other Party (or End User), it shall do so in accordance with the applicable law that gives effect to Directive 95/46 EC and the local laws implementing this Directive ("Privacy Laws"). Customer represents and warrants that Customer has been given or has obtained any and all consents of subjects of personal data (including End Users) as may be required by applicable Privacy Laws for the purposes of Xerox processing personal data under this SOW.

6.7 Support Services. Xerox will provide the Support Services as set forth in **Exhibit D** attached hereto. Xerox will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with user guides and online help, as well as optional and "for fee" training classes.

6.8 Proprietary Rights. Customer acknowledges and agrees that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual

property and other laws. Customer further acknowledges and agrees that content or information presented to Customer through the Service may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

6.9 Trademark Information. All service marks, trademarks, trade names, trade dress and other indicia of source used herein and otherwise by Xerox (collectively called the "Marks") are proprietary to Xerox or their respective owners that have granted Xerox the right and license to use such Marks. Customer does not receive any trademark rights or any other rights in or to the Marks. Xerox and Xerox DocuShare are proprietary Marks of Xerox Corporation. All other trademarks/trade names are the property of their respective owners and are used by permission.

7. TERMINATION:

7.1 Termination for Non-Payment. Xerox reserves the right to terminate Customer's access and/or use of the Service and this SOW if Customer has failed to pay in accordance with the payment provisions of the Agreement. Customer agrees that Xerox shall not be liable to Customer or to any third party for any suspension of the Service resulting from Customer's nonpayment of fees as described in this Section 7.1.

7.2 Termination for Ongoing Harm. Customer agrees that Xerox may with reasonably contemporaneous telephonic notice to Customer, immediately terminate this SOW if Xerox reasonably concludes that Customer use of the Service is causing immediate and ongoing harm to Xerox or others. Customer agrees that Xerox shall not be liable to Customer or to any third party for any termination of the Service under such circumstances as described in this Section 7.2.

7.3 If this SOW is terminated by Xerox for Customer's material breach, Customer is obligated to Xerox for Early Termination Fees outlined under Section 5 above.

7.4 Handling of Customer Data In The Event of Termination. In the event that this SOW expires or is terminated in accordance with the terms of the Agreement and this SOW, Xerox will grant Customer temporary limited access of not more than thirty (30) days to the Service for the sole purpose of permitting Customer to retrieve Customer Data, provided that Customer has paid in full all good faith undisputed amounts owed to Xerox. Should Customer require assistance, Xerox can provide reasonable assistance to Customer to transfer Customer Data from the Customer Hosted Site to another environment specified by the Customer. Such assistance shall be provided at Xerox's then applicable time and materials rates. Customer acknowledges and agrees that following termination of Customer's account and/or use of the Service, Xerox may, after such thirty (30) day period to retrieve Customer Data, immediately deactivate Customer's account and shall be able to delete Customer's account and related Customer Data. Customer further agrees that Xerox shall not be liable to Customer or to any third party for any termination of Customer access to the Service or deletion of Customer Data, provided that Xerox is in compliance with the terms of this Section 7.4.

7.5 Data Retention. Subject to Section 7.4, Xerox shall not be responsible for retaining any Customer Data after expiration or termination of this SOW. All Customer Data is deleted from the servers used to provide the Service and from back-ups during scheduled back-up rotations after expiration or termination of this SOW. Xerox shall not restore, provide any storage media, or send out any data pertaining to Customer's account or this SOW.

8. MODIFICATION TO OR DISCONTINUATION OF THE SERVICE: Xerox reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that Xerox modifies the Service in a manner that removes or disables a feature or functionality on which Customer materially relies, Xerox, at Customer's request, shall use commercially reasonable efforts to substantially restore such functionality to Customer. In the event that Xerox is unable to substantially restore such functionality, Customer shall have the right to terminate the SOW without payment of any ETCs for Cloud User as set forth in Section 5 above. Customer acknowledges that Xerox reserves the right to discontinue offering the Service at the conclusion at Customer's then current Initial Term or Renewal Term. Customer agrees that Xerox shall not be liable to Customer or to any third party for any modification of the Service as described in this Section 8.

9. Warranties.

9.1 By Customer. Customer represents and warrants that Customer shall not permit any authorized user of the Customer Hosted Site to:

- (1) upload any material to the Customer Hosted Site that is the intellectual property of any third party without the prior written consent of such third party. Such intellectual property shall include any patented, trademarked, copyrighted, or trade secret material (whether or not such trade secret material can be patented, trademarked or copyrighted);
- (2) perform any illegal acts through the use of the Customer Hosted Site and/or maintain any information including, but not limited to digital images, which may be deemed to be illegal by reason of such material being present on the Customer Hosted Site;
- (3) publish or transmit any material in violation of any federal, state, local or foreign statute, rule or regulation in any jurisdiction which may assert personal jurisdiction over an authorized user of the Customer Hosted Site;
- (4) upload any information to the Customer Hosted Site which, by reason of such material being accessible on the Internet, the Customer shall be required to have or maintain any license or permit in a jurisdiction unless the Customer shall then have such license or permit in any such jurisdiction;
- (5) upload any content, materials advertising or provide any services that are inaccurate or infringe on or violate any applicable law, regulation or right of a third party, including without limitation, export laws, or any proprietary, contract or privacy right;
- (6) maintain any sexually explicit material at any time in any general public areas or in any restricted access areas unless the Customer has obtained the user's acceptance of terms and conditions to which Xerox has given its prior written approval to the Customer as being acceptable to Xerox.

9.2. **By Xerox.** Xerox warrants during the Term of this SOW that Xerox will use commercially reasonable efforts to ensure that Customer's Data will be safeguarded and maintained accurately. Xerox also warrants that it will, at a minimum, utilize and maintain security and backup procedures as listed in **Exhibit C** hereto (and hereby incorporated by reference) to protect Customer Data. In the event of a breach of this provision, Xerox will use commercially reasonable efforts to correct the Customer's Data or restore the Customer's Data within three (3) business days. In the event Xerox is unable to correct or restore Customer's Data as provided in this Section 9.2, Customer's sole and exclusive remedy shall be it may, at its option, terminate the SOW and ETCs for Cloud User as set forth in Section 5 shall not be due.

10. DISCLAIMER OF WARRANTIES: EXCEPT AS STATED IN SECTION 9 ABOVE AND IN THE AGREEMENT, XEROX DOES NOT REPRESENT OR WARRANT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 9 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY XEROX FOR THE SERVICE. EXCEPT AS STATED IN SECTION 9 ABOVE, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

11. SERVICE LEVELS: Beginning ninety (90) days after the Commencement Date of Service, Xerox shall maintain, annually, on a full calendar year basis, 99.5% Uptime, excluding Scheduled Maintenance and Emergency Maintenance, where:

1. **Commencement Date of Service** means the date that the Xerox has provisioned the Service.
2. **Emergency Maintenance** - means any maintenance that: (a) in Xerox's sole discretion, is necessary to ensure the safety, security, and stability to the Xerox Private Cloud or Xerox datacenter and (b) of which Customer is notified.
3. **Scheduled Maintenance** - means the regularly scheduled Saturday night maintenance window of 10:00pm Mountain time until 2:00 am Mountain time Sunday morning.
4. **Uptime** - means period of time that the Service is functional, and assumes Customer has connectivity to the Service. The Uptime calculation excludes any lack of Customer connectivity to the Service caused by intermediate network or Customer intranet dysfunction.

12. RESERVED.

13. SOW EXHIBITS:

- Exhibit A Service Configuration Selected by Customer
- Exhibit B Professional Services
- Exhibit C Security
- Exhibit D Support Services
- Exhibit E Registration Data
- Exhibit F Copy of Online Web Portal Terms and Conditions of Use

14. EFFECT OF THIS SOW: The terms and conditions of this SOW apply only to the provision of the Service and do not affect, amend, or modify any of the provision of services under any other Order under the Agreement. In particular, in the event of any failure by Xerox to perform under this SOW, such failure shall not be considered a failure or breach under any provision of any other Order or the Agreement.

EXHIBIT A: SERVICE CONFIGURATION

As set forth in the Order associated with this SOW, the Xerox® DocuShare® Private Cloud Services include the following deliverables:

DocuShare Cloud Platform

1. General access for 50 Cloud Users
 1. Account & Content Administrators
 2. View only Users
 3. View, add, & manage users
2. Content Rules Manager
3. Mobile Access
4. 1 TB Storage; additional storage space may be added for an additional cost
5. Up to 5 million documents; provided the storage space limit above is not met.

Support and Maintenance Services

1. Support services
 1. Basic site administrative support
 2. Available via phone, web, email
2. Infrastructure management services
 1. 24x7 management & monitoring
 2. Data encryption
 3. Data Backup & redundancy

Professional Services

1. Platform provisioning & implementation
2. Standard initial site configuration
3. Quick Start Training
 1. Account & content administrator training
 2. "Train-the-trainer" end user training

EXHIBIT B: PROFESSIONAL SERVICES**Project Scope**

This Exhibit B identifies the roles Xerox and the Customer will play in the project for the installation, configuration, testing, and training on the planned DocuShare solution. The project will involve regularly scheduled conference calls prior to the actual deployment. These meetings will focus on determining the detailed configuration settings for the DocuShare site and defining Customer responsibilities in relation to this project.

In Scope:

1. Develop and document an agreed deployment plan defining steps, responsibilities, and roles for the installation procedure
2. Development of an overall Project Plan and Schedule
3. Development of a Test Plan

Planning:

1. Develop a deployment plan to guide the execution of the detailed steps of this project; review with the Customer for approval and buy-in
2. Develop a Test Plan germane to the specific requirements

Project / Platform Preparation:

1. General project requirements gathering and refinement for the production DocuShare Server
2. Platform requirements analysis and recommendations
3. Guide the Customer in the implementation and configuration of the new server environment

Server Installation and Configuration:

1. Provision the DocuShare Private Cloud Service platform
2. Configure the new DocuShare Cloud platform in a manner consistent with the current on premise server and the Customer's requirements per this SOW

Production Migration:

1. Migrate and upgrade the variable data contents of the Customer's existing DocuShare server to the new cloud service including document contents and database
2. Deploy a web browser based "drag and drop" multi-file upload capability to the DocuShare Cloud Service
3. Validate and test the proper configuration and operation of the migrated system
4. Support and assist the Customer in their efforts to test and validate the new platform
5. Remediate issues and bugs as they are detected

Cutover:

1. Support the Customer in the reassignment of production identity to the new server, cutting over access and use from old to new.
2. Services will be provided during two consecutive weekend days, 16 hours maximum, to complete the production migration.
3. Provide URL access to the DocuShare cloud service

Training:

1. Deliver refresher DocuShare administrator and end user train-the-trainer courses

Project Management:

1. Planning, tracking and communication of all project activities and status

Notes:

1. Services will be delivered as off-site (remote) services only. Please refer to the "Customer Responsibilities" section for requirements to support remote access and training delivery
2. Unless otherwise noted, all services described above will be provided during normal business hours (8am-5pm Monday-Friday in the local time zone).
3. No accommodation is made in this SOW for any special effort to support the integration of external systems (databases, imaging/capture solutions, printing solutions, etc.) other than that discussed above as "In Scope".

Out of Scope:

1. Acquisition, installation and configuration of server hardware, operating systems, enterprise database management software, and storage or , MFP or Scanner hardware
2. Integration of DocuShare with any external applications or systems other than those described above as "In Scope"
3. VPN access to the DocuShare® Private Cloud Service is not included

Customer Responsibilities

The Customer is responsible for the following actions, which are necessary to ensure Xerox's effective delivery of the services described in this SOW within a timely manner:

1. Provide a single point-of-contact (typically the Project Sponsor or Project Manager) with authority to work with Xerox to confirm the project objectives and the solution design who is fluent in the English language
2. Provide access to key Customer IT resources during the project
3. Provide access to key Customer personnel with knowledge of the current environment and business processes
4. Coordinate/facilitate communication between Xerox personnel and Customer personnel who support this effort
5. Provide any required network connections from the cloud server location to the workstation installations
6. Support/participate in all installation activities as required. Xerox recommends that the DocuShare system administrator is involved for the majority of the time spent during the configuration stages
7. Perform the upgrade of individual Customer workstation software such as DocuShare Drive & Windows Client, or other workstation software.
8. The Customer will not share any software code or confidential intellectual property belonging to the Customer or any other company with Xerox or its employees or contractors

Remote Projects:

1. Provide / enable remote access to all servers and Customer systems involved in this project, including administrative accounts

Project Assumptions and Risk - Project Assumptions

This proposal is based upon the following assumptions:

1. The information provided to Xerox prior to the development of this SOW is accurate
2. Xerox will have at least four (4) weeks from Order acceptance, , to staff and begin the proposed project
3. Any customizations of the DocuShare web user interface implemented through VDF or other API-based changes which need to be migrated forward to DocuShare 6.x.x will be covered under the assumptions stated in the "In Scope" Section

Project Risks

The identified risks to the project schedule or costs are:

1. Availability of Customer staff to participate in the project
2. Availability and configuration of new production hardware
3. Availability of remote access

EXHIBIT C: SECURITY**Security****Overview**

Xerox security strategy is to protect Customer data at multiple levels, which includes data security, data integrity, data privacy, and physical security. Xerox currently uses products by Oracle, Cisco Systems, Trend Micro, Symantec, GFI LanGuard, Critical Watch, Network Associates and other premier security products and services.

To facilitate the privacy, security, and availability of Customer data and transactions, Xerox employs the following technologies in delivering its service.

- Secure Data Center
- Encrypted User Authentication
- Internet Firewalls
- Network Address Translation and Proxy Services and Servers
- Secure Socket Layer Data Encryption (SSL)
- Redundant, Highly Available Routers and Switches
- Redundant, Highly Available, and Secure Web, File, Application, and Data Base Servers
- Redundant, Highly Available Power Management
- Highly Available Data Access via redundant circuits and carriers
- Regularly Scheduled Backups, Offsite Storage, and Site Replication
- Hardened Servers and Operating Systems
- Regular Vulnerability Scanning

Data Center Security

Xerox's production systems are located in private Xerox data center facilities. Production web, application, file, and database servers along with network equipment are monitored and protected. Xerox data center access is monitored by video surveillance and controlled by the use of card readers, biometric scanners and on site security personnel. Access requires pre-approval along with document and photo validation.

Network Security

Xerox's network is continuously monitored and protected by redundant firewalls. Firewall logs are reviewed on a regular basis. Network logging and tracking are enabled.

Data Security and Availability

Xerox's uses 256-bit domestic and 128 bit international SSL encryption to protect the Customer's data as it leaves our site. Xerox uses ssh encryption via RSA (ssh1) and OSA (sstl2) public keys for communication between services. Oracle databases are protected by firewalls against unauthorized usage.

Data is stored on highly redundant storage systems. The Data Base servers are configured in either RAID 10, RAID 5, or RAID 1 (mirror) configuration as required. The storage solution has its own redundancy and is configured for cluster failover.

Secure Application Access

Xerox's users access the application using password authentication encrypted via SSL. The robust design of the application controls and limits access to Customer specific data.

System Security

Xerox uses tightly controlled passwords on its servers and network equipment. Xerox limits access to production systems to authorized personnel only. Passwords are changed on a regular basis. Security Updates to the operating systems are tracked and updated as necessary during standard maintenance windows.

System Reliability

Xerox designs the application and infrastructure as a tightly integrated solution, leveraging high availability and redundant computer platforms, storage arrays, and enterprise network cloud infrastructures. Virtual servers are imaged via snapshots, backed up, and replicated to the disaster recovery site.

Infrastructure Support

Xerox has in place an expert team to provide 24x7 services for cloud, server, network management, monitoring, backups, and system maintenance.

Data Storage

Customer data is stored on a server that is configured with RAID 10, RAID 5, or RAID 1 (mirror) redundancy. In the event of a disk failure, the Customer will not experience an interruption of service. In addition to the server configured with RAID 10, RAID 5, or RAID 1 data is also stored on a storage solution that has its own built in redundancy, thus providing an extra layer of data protection.

EXHIBIT D: SUPPORT SERVICES

These Support Services terms (the Support Terms) shall govern Xerox provision of Support Services to you (Customer).

1. DEFINITIONS

In these Support Terms, capitalized terms not defined herein shall have the definition given such term in the SOW:

"Authorized Contacts" means the named Customer employees or authorized agents who: (i) have sufficient technical expertise, training and/or experience with the Service to perform the Customer's obligations under these Support Terms, (ii) are responsible for all communications with Xerox regarding these Support Terms, including case submission and Incident submissions; and (iii) who are authorized by Customer to request and receive Support Services for the Service on behalf of the Customer.

"Business Days" are Monday to Friday during Normal Support Hours, excluding Xerox company holidays.

"Customer Support" means any support relating to calls from Customer's Authorized Contacts. The support levels are defined as follows:

"Level 1":

1. Initial contact with Customer via telephone, support request web-form, or email.
2. Validates Customer entitlement for support
3. Gathers description of Customer support request and issue.
4. Checks the support knowledge base for possible solutions and provides appropriate solutions to the Customer.
5. Escalates issue to Level 2 (Note: Level 2 person may be the same support representative)

"Level 2":

1. Works with Customer to investigate the issue, gather additional troubleshooting data.
2. Uses Web conferencing/Remote Access to observe issue while the Customer replicates the issue.
3. Uses Web Conferencing/remote Access to guide the Customer in additional troubleshooting, resolving the issue, or implementing a work-around solution.
4. Replicates issue for further troubleshooting.
5. Level 2 support representative is the owner of the Customer's case. Level 2 is also the primary contact between support and the Customer until the issue is resolved.
6. Escalates issue to Level 3 if required

"Level 3":

1. Works with Level 2 to develop possible solutions or a work around to issues that cannot be resolved by level 2 in a timely manner.
2. Level 3 acts as liaison to Engineering (Level 4) and engages engineering for additional troubleshooting help.
3. Works with engineering on developing possible work-around solutions, hot fixes, and patches.

"Level 4":

1. Software engineers and solution developers work with Level 3 to resolve high severity issues.
2. Provides additional troubleshooting skills and tools to gather DEBUG information from the DocuShare Server.
3. Develops work-around solutions, hot fixes, and patches required to resolve Customer submitted Incidents.

"First Level Support" means any support relating to calls from Customer's Authorized Contacts.

"Helpdesk Support" means point of contact resources that directly provide Authorized Contacts with information, troubleshooting help and guidance related to the Service.

"Incident" means a single support question or reproducible failure of the Service to substantially conform to the functions and/or specifications as described in User Guides and submitted by an Authorized Contact.

"Normal Support Hours" are 8:00 am, to 8:00 p.m. U.S Eastern time on Business Days.

"Severity Level" means the Severity Levels 1-3 as defined below:

"Severity Level 1 (Critical)" means Service is not operational and/or there is a critical loss of capability. Customer is unable to run a critical application, Service has frequency of failure precludes production use and critical job/data integrity defect.

"Severity Level 2 (Significant)" means Service is operational, but production capability is severely degraded. Customer is unable to run a major application. Service has failure requiring frequent operation intervention to maintain productivity and/or Service experience non-critical integrity defect.

"Severity Level 3 (Less Significant)" means Service is operational, but is moderately degraded and has no significant impact to performance. Customer is unable to run a minor application or Service has occasional failure requiring operational intervention, or non-critical product feature or function does not work

"Support Services" means any activity rendered by Xerox in response to service requests made by the Authorized Contact.

"Test Case" means Customers instructions that allow Xerox to reproduce an Incident.

2. SCOPE OF THE SUPPORT TERMS

2.1 Subject to the terms contained herein, Xerox shall address all Incidents that may arise from Customer's use of the Service in accordance with Sections 3 and 4 below.

2.2 Xerox shall not have any obligation to provide Support Services with respect to any: (a) adaptations, configurations or modifications of the Service made by the Customer or any third party; (b) Helpdesk Support, which may be provided by Customer to escalate issues to the Customer's Authorized Contact; or (c) any items excluded pursuant to Section 4.

2.3 Xerox may offer additional professional services to help resolve issues that fall outside the scope of the Support Services. Any such additional professional services shall be provided under a separate agreement and shall be subject to the SOW or Xerox's then-current consulting fees and terms.

3. INCIDENT SUBMISSION

3.1 All Incidents must be made to Xerox by the Authorized Contact(s). The primary method for a Customer to submit an Incident is via email or telephone. The Customer may substitute Authorized Contact(s) from time to time by giving Xerox prior written notice, including the relevant contact information for any new Authorized Contact.

3.2 All Incident submissions must if applicable, include the following:

(a) Customer's identification number that Xerox shall provide to the Customer soon after the Effective Date of these Support Terms

(b) A reproducible Test Case that demonstrates the specific usage that causes the Incident being submitted.

(c) A full description of the Incident and expected results such as the exact steps that led to the problem, the content of error message(s) displayed, and problem reproducibility.

(d) Any special circumstances surrounding the discovery of the Incident.

3.3 **Severity Levels.** Xerox will work with Customer and will assign the appropriate severity level to all Incidents according to the Severity Level definitions. Severity Levels are assigned to allow prioritization of incoming Incidents.

Xerox may reclassify Incidents based on the current impact on the Service and business operations as described in the Severity Level definitions.

3.4 Xerox's Obligations. Xerox will make available Support Services access during Normal Support Hours for the Customer to submit Incidents and receive assistance. On receipt of an Incident, Xerox shall establish whether there is an Incident for which the Customer is entitled to Support Services under these Support Terms and, if so, shall:

- (a) Confirm receipt of the Incident and notify Customer of the Incident case number that both Parties must then use in any communications about the Incident.
- (b) Work with Customer to set a severity level for the Incident based on the criteria set forth herein.
- (c) Analyze the Incident and verify the existence of the problem
- (d) Give the Customer direction and assistance in resolving the Incident pursuant to the terms described herein.

3.5 Customer's Obligations. Xerox's obligation to provide Support Services under these Support Terms are conditioned upon the Customer: (a) having valid access to the Service, (b) providing Xerox with all reasonable assistance and providing Xerox with data, information, and materials that are reasonably necessary, (c) procuring, installing, and maintaining all equipment, telephone lines, communication interfaces, and other hardware and software necessary to access the Service, (d) providing Helpdesk Support as required to escalate issues to the Customer's Authorized Contact; and (e) providing appropriate contact information for all Authorized Contacts(s).

4. EXCLUSIONS FROM SUPPORT SERVICES

Xerox will not be required to correct any Incident caused by (i) integration of any feature, program, or device to the Service or any part thereof; (ii) any non-conformance caused by unauthorized misuse, alteration, modification, or enhancement of the Service; or (iii) use of the Service that is not in compliance with this SOW

EXHIBIT E: REGISTRATION DATA

Customer:

Contact for billing

Name:

Title:

Phone:

Email:

Physical Address:

Contact for contracts

Name:

Title:

Phone:

Email:

Physical Address:

Authorized Contacts for System Administration

Xerox communicates service availability and coordinates any downtime for maintenance with the Authorized Contact(s) for System Administration

Primary Contact for System Administration

Name:

Title:

Phone:

Email:

Secondary Contact for System Administration

Name:

Title:

Phone:

Email:

Authorized Contacts for Helpdesk (if different from system administration contacts)

All submissions of Incidents must be made to Xerox by the Authorized Contact(s) for Helpdesk.

Primary Contact for Helpdesk

Name:

Title:

Phone:

Email:

Secondary Contact for Helpdesk

Name:

Title:

Phone:

Email:

EXHIBIT F: XEROX TERMS AND CONDITIONS OF USE

The following terms and conditions of use are displayed on the web portal provided for the Service.

Xerox Corporation provides Customers with an online DocuShare application and any Updates, Upgrades and patches that augment or enhance the current business application (the "Services"). The use of this site is governed by the terms and conditions set forth below. Please read them carefully. Your use of this site indicates Your acceptance of these terms and conditions on behalf of yourself, Your employer on whose behalf you are using this site (if applicable) and the entity that has provided you with access and the opportunity to use this site and the Services. You agree that you will only use this site for purposes directly related to your current employment and as limited by the entity that has provided you with access and the opportunity to use this site and the Services. Xerox reserves the right to make modifications, alterations or Updates to this site and these Terms and Conditions at any time and without notice to users. You accept the affirmative obligation to periodically review whether or not these Terms and Conditions have changed, and Your continued use of this site shall be deemed an acceptance and agreement to be bound by such modifications, alterations or Updates.

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2. Materials that are not lawfully Yours to transmit;
3. Materials that are the subject of, or which infringe upon, any patent, trademark, trade name, trade secret, copyright, right of publicity, moral right or other intellectual property right of another person or entity;
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Hosting Availability. Except as otherwise expressly stated in the applicable SOW, Xerox will use reasonable commercial efforts to ensure that Hosting is fully operational, accessible and available to You twenty-four (24) hours a day, seven (7) days a week.

In no event will Xerox or its affiliates be liable for, or make any adjustment, refund or credit of any kind for, any loss, corruption, delay, , inclusion, omission, late delivery, misdelivery, nondelivery, misinformation, other direct or indirect damages, or failure to provide electronic documents(any of the foregoing being referred to herein as a "Service Failure") to the extent caused by or resulting from:

1. Your acts, omissions, errors or defaults;
2. Your violation of any of the terms and conditions contained in these *Xerox Terms and Conditions of Use*, as amended from time to time;
3. Viruses, worms, Trojan horses and other forms of harmful code that are not detected or removed using Xerox standard virus detection procedures;
4. Criminal acts, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotions, war, national or local disruptions in electronic and transportation networks, failures of internet service providers, weather phenomena, strikes, acts of terrorism, natural disasters, and disruption or failure of communication and information systems;
5. Loss, corruption or irretrievability of, or damage to, Your personal information, User-provided Materials or information regarding the information used or stored by Xerox;
6. Your failure to provide accurate information that You are asked to provide in connection with the provision of services;
7. Acts, defaults or omissions of any person or entity other than Xerox, including our compliance with verbal or written instructions from You, the User, the recipient or persons claiming to represent You, User or recipient;

8. Our failure to notify You of any delay, loss or damage in connection with Your printed products or any inaccuracy in such notice;
 9. Our provision of advice, assistance, or guidance on this site does not constitute acceptance of liability.
- Performance of any Services will not cause us to be deemed Your, or anyone's, agent for any purpose.

Order Acceptance

Verification of information may be required prior to the acceptance of any order.

Termination

In the event that Xerox learns of, or has reasonable grounds to suspect, that activity in violation of these Terms and Conditions has occurred, we can suspend or terminate any order or Your access to our services without notice and refuse to authorize its future use. Repeated violations of these Terms and Conditions will result in immediate termination. In addition, Xerox reserves the right to discontinue the Services at any time without reason or advance notice to You.

Data Retention

UNLESS YOU HAVE A SIGNED AGREEMENT WITH XEROX WHICH PROVIDES FOR DIFFERENT TERMS, XEROX SHALL NOT BE RESPONSIBLE FOR RETAINING ANY OF YOUR DATA AFTER ACCOUNT TERMINATION. ALL DATA IS DELETED FROM THE SERVERS AFTER THE ACCOUNT IS TERMINATED AND FROM BACK-UPS DURING SCHEDULED BACK-UP ROTATION. XEROX SHALL NOT RESTORE, PROVIDE ON ANY STORAGE MEDIA OR SEND OUT ANY DATA PERTAINING TO TERMINATED ACCOUNTS.

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These Terms and Conditions are governed by the laws of the State of New York, excluding its conflict of laws provisions. Any litigation concerning these Terms and Conditions or other uses of this site shall be brought in the State or Federal courts located in Monroe County, New York and You consent to the exercise of personal jurisdiction over You by such courts. These Terms and Conditions are not governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded.

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